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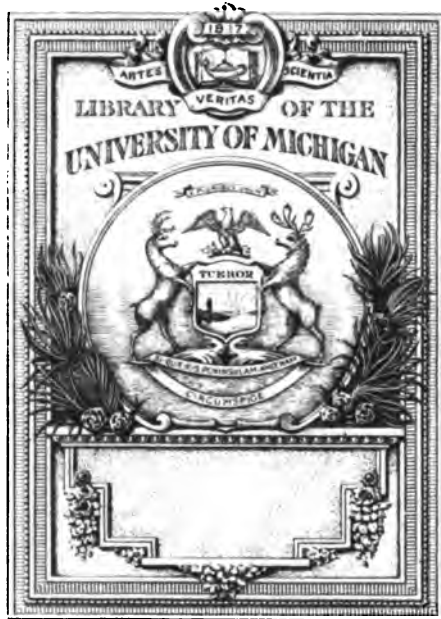
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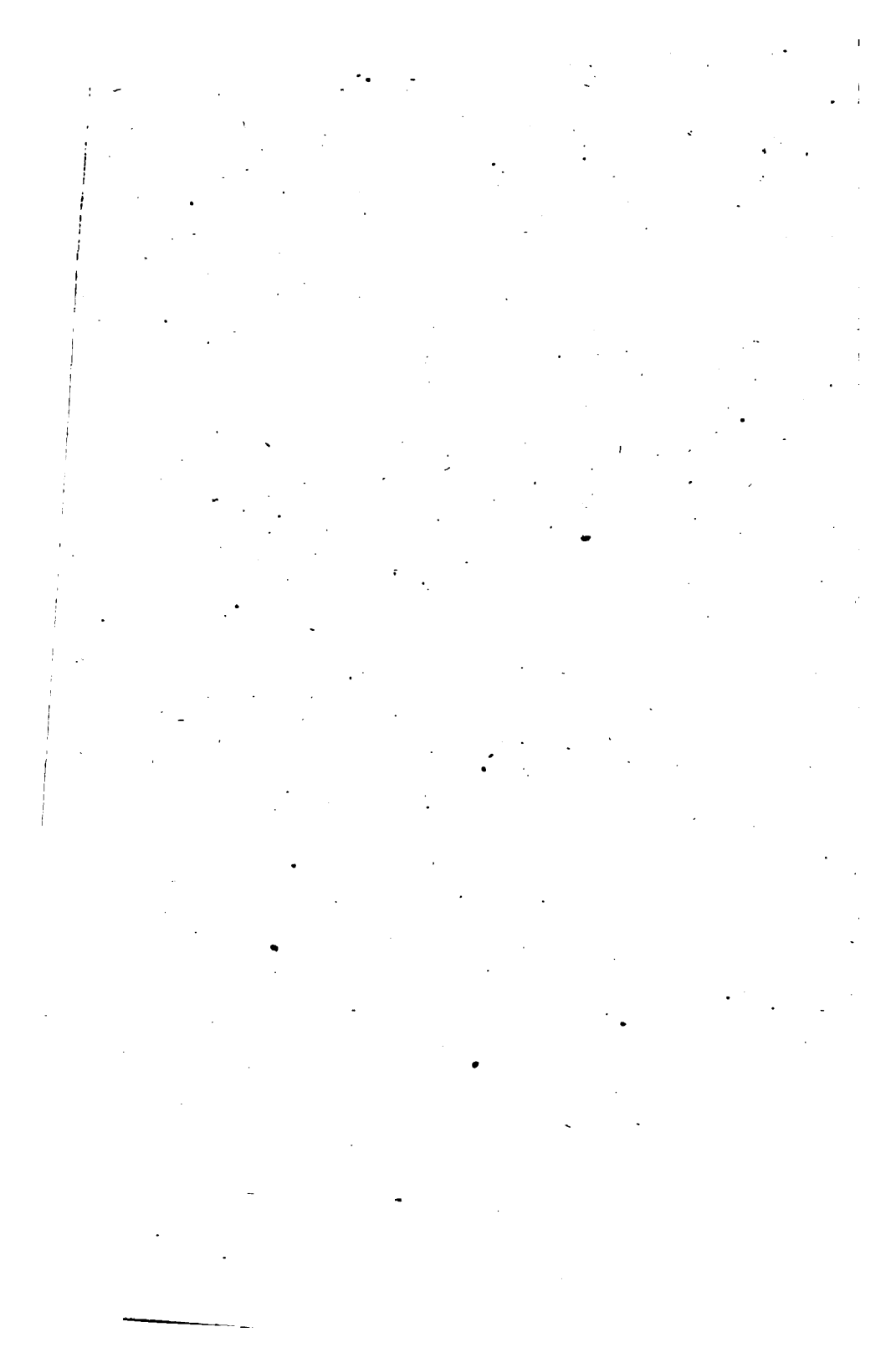


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DEPARTMENT OF LABOUR.

NEW ZEALAND.

AWARDS,
AGREEMENTS, ORDERS, ETC.,

MADE UNDER THE

INDUSTRIAL CONCILIATION AND ARBITRATION ACT, THE
APPRENTICES ACT, AND THE LABOUR DISPUTES
INVESTIGATION ACT,

FOR THE YEAR 1941.

PUBLISHED BY THE DEPARTMENT OF LABOUR.

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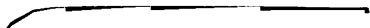
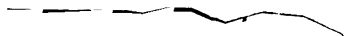
PART II.

(For Index see Vol. 41, Part I.)

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OTAGO AND SOUTHLAND METAL-WORKERS' ASSISTANTS.—
AWARD.

In the Court of Arbitration of New Zealand, Otago and Southland Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments; and in the matter of an industrial dispute between the Otago Metal-workers' Assistants' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

Balclutha Implement Exchange, Balclutha.
Barningham and Co., Foundrymen, George Street, Dunedin.
Begg, T. L., and Sons, Locksmiths, 225 George Street, Dunedin.
Bills, Chas., Ltd., Wire-workers, 218 George Street, Dunedin.
Binnie, Alex., and Co., Wire-workers, 92 St. Andrew Street, Dunedin.
Blyth, Peter, Blacksmith, Winton.
Burt, A. and T., Ltd., Engineers, Cumberland Street, Dunedin.
Chambers, John, and Sons, Ltd., Engineers, Stuart Street, Dunedin.
Chandler, H. L., Engineer, Otautau.
Checketts, W., and Sons, Engineers, Levin Street, Invercargill.
Christie, J. and T., Metal-workers, 222 George Street, Dunedin.
Cossens and Black, Ltd., Engineers, Crawford Street, Dunedin.
Crittall Metal Windows (N.Z.), Ltd., Birch Street, Dunedin.
Currie, A. L., and Co., Ltd., 21 Thomas Burns Street, Dunedin.
Davies, George W., and Co., 99 MacLaggan Street, Dunedin.
Dominion Fertilizer Co., Ltd., Main Road, Ravensbourne.
Dunedin City Corporation, Town Hall, Octagon, Dunedin.
Dunedin Engineers, Metal-workers, and Iron and Brass Founders' Industrial Union of Employers, P.O. Box 202, Dunedin.
Dunedin Engineering and Steel Co., Ltd., Willis Street, Dunedin.
Farra Bros., Ltd., Metal-workers, Tewsley Street, Dunedin.
Faulkner, J. and W., Ltd., Engineers, Castle Street, Dunedin.
Gore Implement Exchange, 14 Medway Street, Gore.
Hay, Jabez, and Co., Engineers, Ythan Street, Invercargill.
Hayes, E., and Sons, Engineers, Oturehua.
Hendra, T. H., and Co., Ironworkers, 75 Castle Street, Dunedin.
Hunter, G. R., Engineer, Thames Street, Oamaru.
International Harvester Co., Ltd., Castle Street, Dunedin.
James, R., and Co., Ltd., Blacksmiths, Hope Street, Dunedin.
Johnston Bros., Engineers, Bluff.
Johnston, J., and Sons, Blacksmiths, Leet Street, Invercargill.
Kempthorne, Prosser, and Co.'s New Zealand Drug Co., Ltd., 22 Stafford Street, Dunedin.
Langmuir and Co., Ltd., Engineers, Leet Street, Invercargill.
Leech, Turner, Ltd., Engineers, 106 King Street, Dunedin.
Macalister, J., Engineer, Invercargill.
McGregor, J., and Co., Ltd., Engineers, Mason Street, Dunedin.
McLean, T. L., Ltd., Oxy-acetylene Welders, corner of Crawford and Jervais Streets, Dunedin.
McQuarrie, D., and Co., Blacksmiths, Tay Street, Invercargill.
McRobie, W. D., Blacksmith, Tay Street, Invercargill.

Manson, G. and J., Engineers, Princes Street South, Dunedin.
 Martin, Robert M. V., Engineer, Winton.
 Massey, Harris, and Co., Ltd., Richardson Street, Dunedin.
 Methven, G., and Co., Ltd., Engineers, Andersons Bay Road, Dunedin.
 Millis, R., and Sons, Ltd., Engineers, Bath Street, Dunedin.
 Morrison, A., and Co., Engineers, 304 Moray Place, Dunedin.
 Mundie, A., Locksmith, Bath Street, Dunedin.
 Newberry, Walker, Ltd., Foundrymen, Thomas Burns Street, Dunedin.
 New Zealand Paper Mills, Ltd., 20 Crawford Street, Dunedin.
 Nicolson, J., Engineer, Bluff.
 Niven, J. J., and Co., Ltd., Engineers, 401 Moray Place, Dunedin.
 North Otago Engineering Co., Ltd., Tyne Street, Oamaru.
 Oamaru Harbour Board, Oamaru.
 Otago Harbour Board, Dunedin.
 Port Chalmers Ship Repair Works (Union Steam Ship Co., Ltd.),
 Port Chalmers.
 Price, Charles T., Engineer, MacLaggan Street, Dunedin.
 Radiation (N.Z.), Ltd., Jutland Street, Dunedin.
 Reid and Gray, Ltd., Engineers, Burnside.
 Reid, Ernest, Engineer, Thames Street, Oamaru.
 Robinson Bros., Ltd., Wire-workers, 7 Grange Street, Dunedin.
 Scott, J. and A. P., Ltd., Engineers, Leith Street, Dunedin.
 Scurr, T., Ltd., Engineers, 329 Cumberland Street, Dunedin.
 Shacklock, H. E., Ltd., Engineers, Princes Street, Dunedin.
 Smith, Alex., and Co., Engineers, Ranfurly.
 Sparrow, J., and Sons, Ltd., Engineers, Rattray Street, Dunedin.
 Stevenson and Cook Engineering Co., Ltd., Beach Street, Port
 Chalmers.
 Storrie, Willet, Ltd., Implement-makers, Yarrow Street, Invercargill.
 United Trading and Manufacturing Co., Ltd., Gordon Street, Gore.
 Watson, J. E., and Co., Ltd., Implement-makers, Tay Street, Inver-
 cargill.
 Wilkins and Co., Ltd., Engineers, Tay Street, Invercargill.
 Wilkinson, Callon, Ltd., Engineers, Tewsley Street, Dunedin.
 Wilson and Wilson, Tool-makers, St. Andrew Street, Dunedin.
 Wilson Bros., Leet Street, Invercargill.

THE Court of Arbitration of New Zealand (hereinafter called
 "the Court"), having taken into consideration the matter of
 the above-mentioned dispute, and having heard the union by
 its representatives duly appointed, and having also heard such
 of the employers as were represented either in person or by
 their representatives duly appointed, and having also heard
 the witnesses called and examined and cross-examined by and
 on behalf of the said parties respectively, doth hereby order
 and award:—

That, as between the union and the members thereof and
 the employers and each and every of them, the terms,
 conditions, and provisions set out in the schedule hereto and
 of this award shall be binding upon the union and upon every
 member thereof and upon the employers and upon each and
 every of them, and that the said terms, conditions, and
 provisions shall be deemed to be and they are hereby

incorporated in and declared to form part of this award; and, further, that the union and every member thereof and the employers and each and every of them shall respectively do, observe, and perform every matter and thing by this award and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this award or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same. And the Court doth hereby further award, order, and declare that any breach of the said terms, conditions, and provisions set out in the schedule hereto shall constitute a breach of this award, and that a penalty as by law provided shall be payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect as hereinafter provided and shall continue in force until the 21st day of July, 1943, and thereafter as provided by subsection (1) (d) of section 89 of the Industrial Conciliation and Arbitration Act, 1925.

In witness whereof the seal of the Court of Arbitration hath hereto been affixed, and the judge of the Court hath hereunto set his hand, this 29th day of July, 1941.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE.

Industry to which Award applies.

1. This award shall apply to the engineering, iron and brass founding, boilermaking (including iron ship and bridge building), and allied industries, and to works in which workers for whom provision is made in the wages clause of this award are employed, and to drillers' machinists not covered by any other award, furnacemen, strikers, steam and air hammer attendants, workers assembling machinery, and workers employed at any of the following operations: Chipping; rough grinding; fettling; operating hydraulic, pneumatic power, or hand press on cold work; punching; drawing; pressing; shearing; operating annealing furnace; holding-up on any work; rivet-heating; assisting on galvanizing or sheradizing; assisting engineers, welders, boilermakers, moulders, tinsmiths, or sheet-metal workers; sand-blasters; and other workers (including labourers and yardmen) employed in connection with the said industries and to all classes of workers for whom provision is made in the wages clause of this award.

Definitions.

2. For the purposes of this award, the following definitions shall apply:—

“Porcelain-enamelling” includes all occupations concerned with the porcelain-enamelling of metallic articles.

“Continuous process” means a process in which work is carried on, except for breakdowns, with successive shifts of men throughout the days and nights for at least five days of the week.

“Shift-work” in the case of an afternoon shift means any shift finishing after 6 p.m. and at or before midnight, and in the case of a night shift means any shift finishing subsequent to midnight and at or before 8 a.m.

“Sunday” means the time between midnight Saturday and midnight Sunday.

“Day” means the period from midnight to midnight.

Hours of Work.

3. (a) Forty hours shall constitute an ordinary week's work, of which not more than eight hours may be worked on each day from Monday to Friday inclusive and between the hours of 7.30 a.m. and 5 p.m. The time of starting and ceasing work between these hours shall be mutually arranged in each establishment, with a break of not more than one hour for lunch.

(b) The hours to be worked by workers employed by freezing companies shall be those fixed by the New Zealand (except Westland) Freezing Workers' award.

(c) The hours of work for workers engaged on ship-repair work shall be forty-four per week, to be worked from 8 a.m. to 5 p.m. each day from Monday to Friday inclusive and from 8 a.m. to noon on Saturday.

(d) If a worker is employed for portion of the week on work other than ship-repair work and for portion of the same week on ship-repair work, his hours of work for that week shall be forty; but Saturday work from 8 a.m. to noon on ship-repair work will be permitted in such week provided that the forty hours is not thereby exceeded.

(e) No worker shall be required to work more than four and a half hours continuously without an interval of at least three-quarters of an hour for a meal: Provided that this meal-time may be reduced to a half an hour by mutual agreement.

Shifts.

4. (a) Notwithstanding anything elsewhere contained in this award, shifts may be worked as required by the employer. In factories or workshops where a worker is required to work not more than three consecutive days on shift-work outside the hours prescribed in clause 3 hereof he shall be paid at overtime rates as provided in clause 5 hereof.

If he is required to work more than three consecutive afternoon or night shifts he shall be paid 3s. per shift in addition to ordinary rates while employed on such shifts in the case of jobbing and 10 per cent. in addition to ordinary rates while employed on such shifts in the case of manufacturing.

(b) In the case of shift-workers the commencing-hour for day shifts shall be not earlier than 7 a.m. instead of the commencing-hour of 7.30 a.m. mentioned in clause 3 (a), or such other hour as may be agreed on between the employer and the local union secretary.

Where it is practicable, shifts shall be worked on a regular rotation.

(c) Except as provided in subclause (a) hereof in the case or overtime on shift-work, overtime shall only be payable after eight hours' work, and shall then be paid for at the rate of time and a half for the first four hours and double time thereafter: Provided that overtime rates shall not be payable where the overtime arises from arrangements between employees themselves.

When the relief does not come on duty at the proper time, the worker not relieved shall work for an additional four hours at time and a quarter rates. If he is not then relieved he shall be paid double time for all time worked after such four hours. If he is relieved at the end of four hours the worker who relieves him shall be paid time and a quarter rates until the commencement of the next shift.

Where not less than four hours' notice has been given to the employer by the employee that he will be absent from work, and the employee whom he should relieve is not relieved, such latter employee shall be paid at ordinary overtime rates for all time worked after he has finished his ordinary shift.

Overtime.

5. (a) All work done in excess or outside of the hours mentioned in clause 3 hereof shall count as overtime and shall be paid for at the rate of time and a half for the first four hours in any one day and double time thereafter.

(b) Any worker having worked for twenty-four hours inclusive of intervals for meals shall not be required to continue working without his consent. If he does continue working he shall be paid double rates for all time worked on the second day.

(c) Any worker having worked all day and night and being required to continue working on into the next day shall be paid double rates for all such time worked on the second day.

(d) Any worker having worked all day and having continued to work until midnight shall be given eight hours off or be paid double time for all time worked on the second day.

(e) Where a worker is required to work overtime in the terms of subclause (a) hereof after the ordinary hour of ceasing work for the day and where such period of overtime is broken except for meal intervals, after at least four hours' overtime has been worked no worker shall be called upon to resume work until a period of eight hours has elapsed unless double rates are paid for all time worked following such resumption of work.

(f) Any worker required to commence work after the cessation of public wheeled traffic or before the ordinary time of starting such traffic, and any worker who may work continuously until after the cessation of public wheeled traffic and cease work before the ordinary time of starting such traffic, shall be paid for time occupied in travelling to or from his home, computed on three miles per hour, at ordinary rates of pay. This clause shall not relate to shift-work.

If a conveyance is provided for the worker by his employer he shall not be entitled to payment for travelling-time.

For the purpose of this award "public wheeled traffic" shall mean trams, buses, or trains ordinarily used by workers in travelling to or from their work.

(g) No worker shall work overtime on Friday nights except on urgent or breakdown work. As far as possible overtime shall not be worked on the night of the union's regular monthly meeting.

(h) Meal-money: The employer shall allow meal-money at the rate of 1s. 6d. per meal when workers are called upon to work overtime after 6 p.m. on Monday, Tuesday, Wednesday, Thursday, or Friday, or after 1 p.m. on Saturday, unless such workers can reasonably get home for a meal and return to their work in one hour, in which case the meal allowance need not be paid.

(i) Crib-time: When working overtime, supper and crib-time shall be paid for.

Holidays.

6. (a) The following holidays shall be recognized and paid for—viz., Christmas Day, Boxing Day, New Year's Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Anniversary Day, and the birthday of the reigning Sovereign.

(b) For work done on any of these days double rates shall be paid in addition to the ordinary day's wages.

(c) For work performed on Sundays double time rates shall be paid.

(d) An annual holiday of one week on full pay shall be allowed to boys and youths and females on completion of each year of service, at a time to be mutually arranged between the employer and the worker. After three months' service either from the commencement of the engagement or the end of the qualifying period for the last holiday, a worker whose service is terminated, other than for misconduct, shall be entitled to a proportionate holiday, or payment in lieu thereof.

Wages.

7. The following shall be the minimum rates of wages to be paid to the following classes of workers:—

	Per Hour.	
	s.	d.
Cupola furnacemen	2	8½
Furnacemen employed in connection with porcelain-enamelling plants ..	2	7½
Workers employed at sand-blasting in connection with porcelain-enamelling..	2	10
Workers employed at sand-blasting other than in connection with porcelain- enamelling	2	9½
Metal-sash, lift, and grill workers ..	2	7½
Wire-workers other than hand wire- workers	2	7½
Oxy-acetylene and electric welders on metal-sash, lift, and grill work, or on work of a like nature	2	7½
Oxy-acetylene cutters and welders using hand torches	2	7½
Machinists other than first-class and second-class machinists under the Metal Trades' award	2	6½
Marine and ship-repair workers ..	2	6½
Strikers	2	6½
Workers employed in connection with the constructing and assembling of imple- ments	2	6½
Steel-fettlers	2	5
All other workers	2	4½

Payment of Wages.

8. (a) All wages shall be paid weekly not later than Thursday and within ten minutes of knocking-off time.

(b) All wages shall be paid on dismissal of a worker or when a worker leaves of his own accord.

Employment of Boys and Youths.

9. (a) Boys and youths under twenty-one years of age may be employed on light manufacturing work or as metal-workers' assistants.

(b) The minimum weekly rates of wages payable to such boys and youths shall be in accordance with the following scale:—

Age commencing	First Six Months	Second Six Months	Third Six Months	Fourth Six Months	Fifth Six Months	Sixth Six Months	Seventh Six Months	Eighth Six Months	Ninth Six Months	Tenth Six Months
Under 16	20/-	25/-	30/-	35/-	40/-	45/-	50/-	55/-	60/-	70/-
16 to 17	22/6	27/6	32/6	37/6	42/6	47/6	55/-	60/-	65/-	70/-
17 to 18	27/6	32/6	37/6	42/6	50/-	57/6	65/-	70/-	..	..
18 to 19	32/6	37/6	42/6	47/6	55/-	62/6	70/-	..	..	..
19 to 20	42/6	50/-	55/-	65/-	70/-	..	..	..	..	..
20 to 21	55/-	60/-	70/-	..	..	..	..	..	..	..

and thereafter, or on attaining the age of twenty-one years, not less than the appropriate adult rate according to the class of work he is called upon to perform.

(c) Wages shall be paid weekly, but (subject to the provisions of the Factories Act relating to deductions from wages) only time worked shall be paid for.

(d) The proportion of boys and youths shall not exceed one to each adult male worker, except that this proportion may be extended by agreement with the union.

Employment of Females.

10. Female workers may be employed under the conditions laid down for male workers, subject to the following special conditions:—

(a) A rest period of ten minutes shall be allowed and paid for during every morning and afternoon.

(b) Female workers shall not be employed on night-shifts.

(c) Female workers may be employed upon the following work or operations in connection with light manufacturing: Viewing and examining, light drilling, light riveting, tapping

or screwing, light milling, light lathe-work, light press-work, soldering, painting, spraying, dipping, mottling, brushing and stencilling, coremaking, "filling up castings" in connection with enamelling, assembling, or packing.

(d) Female workers shall be paid not less than the following rates of wages:—

				Per Week.		
				£	s.	d.
First six months	..	..	..	0	19	0
Second six months	..	..	..	1	3	0
Third six months	..	..	..	1	7	0
Fourth six months	..	..	..	1	11	0
Fifth six months	..	..	..	1	15	0
Sixth six months	..	..	..	2	0	0
Seventh six months	..	..	..	2	5	0
Thereafter	..	..	..	2	12	6

(e) Wages shall be paid weekly, but (subject to the provisions of the Factories Act relating to deductions from wages) only time worked shall be paid for.

(f) The employer shall provide the following for female workers:—

- (i) Overalls and/or caps where the employer and the local secretary of the union agree that they are necessary.
- (ii) Work seats where it is possible to use them.
- (iii) Reasonable facilities for supplying warmth in cold weather.
- (iv) Lockers or such alternative accommodation as may be agreed upon between the employer and the local secretary of the union.
- (v) Boiling water at meal-times and for washing purposes.

Terms of Employment.

11. In the case of workers for whom a weekly wage is provided herein, the employment shall be terminated by a week's notice on either side. In other cases one hour's notice shall be given. Nothing in this clause shall prevent an employer from summarily dismissing a worker for wilful misconduct.

Increase in Rates of Remuneration.

12. All rates of remuneration, including time and piece wages and overtime and other special payments provided for in this award, shall be subject to the provisions of the general order dated 9th August, 1940, under the Rates of Wages Emergency Regulations 1940, increasing rates of remuneration by an amount equal to 5 per cent. thereof.

Work not proceeded with.

13. When a worker is employed on a job under conditions requiring him to present himself for work at the commencement of the day, or when a worker is ordered to work at a certain time and no work is available, he shall be paid a minimum of one hour: Provided that, if required by the employer, he shall stand by the job during such hour.

Piecework and Premium Bonus.

14. Work may be done by piecework or on the premium-bonus system, but in either case at such rates as shall secure to a competent worker at least 10 per cent. more than the minimum rate provided in this award: Provided that if any workers employed under any system of payment by results are dissatisfied with the rate fixed by the employer they may refer the dispute for settlement in accordance with clause 25 hereof. On the introduction of any system of payment by results after the coming into operation of this award the employer shall give written notice to the secretary of the union within seven days.

Outside Work.

15. (a) "Country work" means work done by a worker in such a locality as to necessitate his lodging elsewhere than at his genuine place of residence in New Zealand.

(b) Travelling-time shall be paid for at ordinary rates, but not to a greater amount than eight hours in the day.

(c) Where a worker is employed at country work at such a distance that he is unable to return to his home at night he shall be paid at overtime rates for all work done in excess of the hours prescribed in clause 3 hereof.

(d) When a worker is required to travel by coastal steamer, first-saloon fares shall be provided; when travelling by train, second-class fares shall be provided.

(e) Workers required to travel by boat or train shall have meals provided by the employer in all cases where meals are not included in the fare.

(f) When the work is situated less than fifty miles from the employer's place of business, the worker shall be refunded his return fare to and from the place of engagement once every three weeks during the continuance of the work, and if over fifty miles, once every three months, but in such cases travelling-time shall not be paid for.

Marine Work.

16. (a) All repair work in used fuel-oil tanks, Diesel oil-tanks if not steamed out, or in tanks which have been coated internally with bitumen, or in ship's tanks coated with bitumen shall be paid for at half ordinary rates in addition to the ordinary or overtime rate, as the case may be.

(b) All oil-tanks shall be cleaned before men are required to work therein.

(c) All marine and ship-repair work shall be considered dirty work, and shall be paid for at 1s. 6d. per day extra.

(d) All welding on ship-repair work and marine-boiler work shall be paid for at 1s. 6d. per day in excess of the ordinary rates.

(e) The "day" shall mean any portion of the twenty-four hours a worker may be employed at that work.

Dirty Work.

17. (a) Any worker employed at the following work shall be paid 1s. 6d. per day extra dirt-money: In rotary kilns and coolers at cement-works; repairing smoke-box doors; uptakes and inside funnels; working inside furnaces, back-ends, and through man-holes; overhauling winches, grabs, traction-engines, locomotives, and undergear of tram-cars; and such other work as may be agreed upon by the employer and the men concerned.

(b) "Day" shall mean any portion of the twenty-four hours during which a worker is employed at work coming within the meaning of subclause (a) hereof.

Salvage Work.

18. (a) Each salvage job shall be considered on its merits by representatives of employers and employees, and the rate of pay awarded accordingly.

(b) In the case of a disagreement arising as to any matter under this clause it shall be the duty of employers and employees to take all necessary steps to effect a settlement without delay, and pending such settlement there shall be no delay in commencing salvage operations.

(c) Failing a settlement as provided in subclause (b) hereof, the dispute shall be referred to a committee consisting of three representatives of the union and three representatives of the employers, and if they fail to reach an agreement they shall appoint an independent chairman, who shall have a casting vote.

Heat and Cold.

19. (a) Any worker required to work in any compartment or confined space where the heat exceeds 110 degrees Fahrenheit shall be paid, in addition to the rate of wages to which he is entitled for the time at which the work is performed, a special heat rate computed at ordinary time rates for the time he is so employed.

(b) No worker shall be compelled to work in any space where the temperature has been raised to above 150 degrees.

(c) Workers engaged in freezing-chambers where the temperature is below 30 degrees shall be paid 3d. per hour extra whilst so engaged, and shall be allowed to leave the chamber at least once in every two hours for a period of ten minutes, which period shall not be in addition to "smoke-oh."

(d) The person in charge of the job and a representative of the workers shall determine and certify to the temperature of any place for the purpose of this clause of the award.

(e) No worker shall be required to enter any furnace or chamber while the boiler is under steam pressure, nor shall any worker be required to enter any boiler connected by steam-pipe to another boiler if such second boiler is under steam pressure unless the communicating valve between the two boilers is securely closed and locked.

Travelling-time between Port Chalmers and Dunedin.

20. (a) When workers are engaged at Port Chalmers and sent to work at Dunedin, or *vice versa*, their return fares shall be paid, also time occupied in travelling at ordinary rates.

(b) When the employers fail to notify the men on the previous day that they are required to work in Dunedin, the sum of 1s. 6d. per meal shall be allowed during the time they are employed, but when notice is given on the previous day workers shall provide for their lunch. Other meals, if the men are detained to work overtime, shall be paid for by the employer.

(c) Workers engaged at Dunedin or Port Chalmers to be employed at other ports shall be conveyed by their employer to and from such work free of charge, but once only during the continuance of such work. Time occupied in travelling during ordinary working-hours or on Sunday between 8 a.m. and 5 p.m. shall be paid at ordinary rates.

General Provisions.

21. (a) It shall be the duty of the employer to provide lockers or other suitable accommodation wherein employees may keep their clothes, good ventilation, and proper sanitary arrangements, also a sufficient supply of boiling-water at meal-times and for washing at knocking-off times.

(b) Employers shall provide reasonable facilities for supplying warmth for men working in workshops from 1st May to 30th September.

(c) It shall be the duty of the shop foreman to keep all passages clear at casting-time.

(d) Burners and welders while working in bitumen or oil-tanks shall be supplied with respirators where necessary.

(e) In all cases where artificial light is required, electric light shall be supplied where available, and proper staging shall be erected for men to work in safety.

(f) Proper shelter shall be provided to protect workers from cold winds or wet weather.

(g) Where natural light is insufficient to properly light the foundry, artificial light of sufficient power shall be provided.

(h) The continuous use of hand-torches or other lamps that emit injurious smoke or gases is prohibited.

(i) Where portable electric lights, electric drills, and other portable electric equipment are in use, every care shall be taken to see that they are properly insulated. Workers shall immediately report to the foreman any defect in such equipment.

(j) A supply of fresh air and suitable adequate protective clothing shall be provided for sand and shot blasters, metal-sprayers, and picklers. Respirators shall be supplied for duco-sprayers.

(k) All oxygen or other gas storage chambers shall be tested and certified as safe before any worker shall enter same.

(l) Workers using pneumatic machines shall be supplied with gauntlets where necessary.

(m) Suitable screens shall be supplied for electric-welding machines.

(n) In special circumstances where the worker is required to work in an unusual and cramped position in a confined space, he shall be paid 3d. per hour extra on agreement with the employer.

"Smoke-oh."

22. Time at which smoking shall be permitted in the workshop shall be mutually arranged between the employers and the workers in each case.

Accidents.

23. (a) A modern first-class emergency case, fully equipped, shall be kept in a convenient and accessible place in every works, also provision made for a supply of hot water at short notice.

(b) Facilities shall be provided for rendering first aid in the case of accident to workers while working outside the employer's place of business.

(c) The St. John Ambulance first-aid compressed kit shall be the first-aid case to be kept as required in subclause (a), and shall be open to inspection once a month by a union official.

Access to Workshops.

24. The secretary or other authorized officer of the local union of workers concerned shall, with the consent of the employer (which consent shall not be unreasonably withheld), be entitled to enter at all reasonable times upon the premises or works and there interview any workers, but not so as to interfere unreasonably with the employer's business.

The employer shall give recognition to any worker who is appointed shop steward in the establishment in which he is employed.

Matters not provided for.

25. Any dispute in connection with any matter arising out of and in connection with this award and not specifically dealt with therein shall be settled between the particular employer concerned and the president or secretary of the union, and in default of any agreement being arrived at, then such dispute shall be referred to the local Conciliation Commissioner, who may either decide the same or refer the matter to the Court. Either party, if dissatisfied with the decision of the Commissioner, may appeal to the Court upon giving written notice of such appeal to the other party within fourteen days after such decision shall have been communicated to the party desiring to appeal.

Extension of Hours under the Factories Act.

26. Pursuant to the provisions of section 3 of the Factories Amendment Act, 1936, the limits of hours fixed by subsection (1) of that section are hereby extended upon the terms of this award in respect of each occupier of a factory bound or to be bound by the provisions of this award.

Workers to be Members of Union.

27. (a) It shall not be lawful for any employer bound by this award to employ or to continue to employ in any position or employment subject to this award any adult person who is not for the time being a member of an industrial union of workers bound by this award or who is not for the time being a member of a trade-union which was registered as such before the 1st day of May, 1936, and which is bound by this award: Provided, however, that any non-unionist may be continued in any position or employment by an employer bound by this award during any time while there is no member of a union bound by this award who is available to perform the particular work required to be done and is ready and willing to undertake it.

(b) For the purposes of subclause (a) of this clause a person of the age of eighteen years or upwards, and every other person who for the time being is in receipt of not less than the minimum rate of wages prescribed by this award for workers of the age of twenty-one years and upwards, shall be deemed to be an adult.

(NOTE.—Attention is drawn to subsection (4) of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, which gives to workers the right to join the union.)

Under-rate Workers.

28. (a) Any worker who considers himself incapable of earning the minimum wage fixed by this award may be paid such lower wage as may from time to time be fixed, on the application of the worker after due notice to the union, by the local Inspector of Awards or such other person as the Court may from time to time appoint for that purpose; and such Inspector or other person in so fixing such wage shall have regard to the worker's capability, his past earnings, and such other circumstances as such Inspector or other person shall think fit to consider after hearing such evidence and argument as the union and such worker shall offer.

(b) Such permit shall be for such period, not exceeding six months, as such Inspector or other person shall determine, and after the expiration of such period shall continue in force until fourteen days' notice shall have been given to such worker by the secretary of the union requiring him to have his wage again fixed in manner prescribed by this clause: Provided that in the case of any person whose wage is so fixed by reason of old age or permanent disability it may be fixed for such longer period as such Inspector or other person shall think fit.

(c) Notwithstanding the foregoing, it shall be competent for a worker to agree in writing with the president or secretary of the union upon such wage without having the same so fixed.

(d) It shall be the duty of the union to give notice to the Inspector of Awards of every agreement made with a worker pursuant hereto.

(e) It shall be the duty of an employer, before employing a worker at such lower wages, to examine the permit or agreement by which such wage is fixed.

Application of Award.

29. This award shall apply to the original parties named herein, and shall extend to and bind as subsequent party hereto every trade-union, industrial union, industrial association, or employer who, not being an original party hereto, is, when this award comes into force or at any time whilst this award is in force, connected with or engaged in the industry to which this award applies within the industrial district to which this award relates.

Scope of Award.

30. This award shall operate throughout the Otago and Southland Industrial District.

Term of Award.

31. This award, in so far as it relates to wages, shall be deemed to have come into force on the 21st day of July, 1941, and so far as all the other conditions of this award are concerned it shall come into force on the day of the date hereof; and this award shall continue in force until the 21st day of July, 1943.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the Court hath hereunto set his hand, this 29th day of July, 1941.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM.

The award embodies the terms of settlement arrived at by the assessors in Conciliation Council. Wages have been made payable retrospectively in accordance with the agreement of the parties.

A. TYNDALL, Judge.

CANTERBURY WOOL, GRAIN, HIDE, AND MANURE STORES' EMPLOYEES.—AWARD.

In the Court of Arbitration of New Zealand, Canterbury Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments; and in the matter of an industrial dispute between the Canterbury Builders' and General Labourers and Related Workers' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

Allchurch and Co., Timaru.
 Annand, A. B., and Co., Ltd., Timaru.
 Bruce, Murdoch, Wool and Grain Merchant, Ashburton.
 Canterbury (N.Z.) Seed Co., Ltd., Merchants, Cashel Street, Christchurch.
 Canterbury Farmers' Co-operative Association, Ltd., Timaru.
 Colyer, Watson, and Co., Skin and Hide Merchants, 242 Moorhouse Avenue, Christchurch.
 Cook, W. E., and Co., Merchants, 170 Cashel Street, Christchurch.
 Dalgety and Co., Ltd., Wool-brokers, Cathedral Square, Christchurch.
 Gapper and Sheen, Ltd., Temuka.
 Hobbs, W. C., Methven.
 Hopkins, L. P., Smith Street, Kaiapoi.
 Lloyd, H. A., Wool and Grain Merchant, Ashburton.
 Luisett, V., Ashley Street, Rangiora.
 McElrea, H. R. C., Skin and Wool Broker, Ashburton.
 Matson, H., and Co., Wool-brokers, Cashel Street, Christchurch.
 Meehan and Sons, Ltd., Timaru.
 Mill, John, and Co., Ltd., Timaru.
 Montgomery and Co., Seed-merchants, Christchurch.
 Morton and Co., Timaru.
 National Mortgage and Agency Co., Ltd., Christchurch, Ashburton, and Southbridge.
 New Zealand Farmers' Co-operative Association of Canterbury, Ltd., Christchurch, Rangiora, and Ashburton.
 New Zealand Loan and Mercantile Agency Co., Ltd., Hereford Street, Christchurch.
 Paterson, A. S., and Co., Ltd., Grain-merchants, Cashel Street, Christchurch.
 Palmer, A. J., and Co., Ltd., Stock-food Manufacturers, 357 Lincoln Road, Christchurch.
 Pyne, Gould, Guinness, Ltd., Wool and Grain Merchants, 178 Cashel Street, Christchurch; and Timaru.
 Robinson, R. G., Grain-merchant, 12 North Road, Christchurch.
 Seldon Bros., Wool and Grain Merchants, Ashburton.
 Shaw, Savill, and Albion Co., Ltd., Timaru.
 Turnbull, D. C., and Co., Timaru.
 Tutton, A. P., and Son, Grain-merchants, Rangiora.
 Ward, J. G., and Co., Ltd., Christchurch.
 Winter, W. and H., Timaru.
 Wright, Stephenson, and Co., Ltd., Wool and Grain Merchants, Christchurch, Ashburton, and Timaru.
 Williams, C. Morgan, Grain-merchant, Kaiapoi.

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the above-mentioned dispute, and having heard the union by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, doth hereby order and award:—

That, as between the union and the members thereof and the employers and each and every of them, the terms, conditions, and provisions set out in the schedule hereto and of this award shall be binding upon the union and upon every member thereof and upon the employers and upon each and every of them, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this award; and, further, that the union and every member thereof and the employers and each and every of them shall respectively do, observe, and perform every matter and thing by this award and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this award or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same. And the Court doth hereby further award, order, and declare that any breach of the said terms, conditions, and provisions set out in the schedule hereto shall constitute a breach of this award, and that a penalty as by law provided shall be payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect as hereinafter provided and shall continue in force until the 21st day of April, 1942, and thereafter as provided by subsection (1) (d) of section 89 of the Industrial Conciliation and Arbitration Act, 1925.

In witness whereof the seal of the Court of Arbitration hath hereto been affixed, and the Judge of the Court hath hereunto set his hand, this 6th day of August, 1941.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE.

Hours of Work.

1. (a) Except as hereinafter provided, the ordinary hours of work shall not exceed forty hours per week or eight hours per day, and shall be worked on five days of the week, Monday to Friday, both days inclusive, between the hours of 7.30 a.m. and 5 p.m.

(b) Notwithstanding the foregoing, any worker may be employed for four hours on Saturday between the hours of 7.30 a.m. and noon at ordinary rates of pay, provided not less than four hours shall be paid for. A weekly worker so employed shall be paid, in addition to the weekly wage, ordinary time rates assessed on an hourly basis.

(c) The day's work shall be continuous from the hour of starting, save only for intervals for meals.

(d) One hour shall be allowed for the midday meal (which shall ordinarily be between 12 and 1 o'clock) on each day except Saturday, but by mutual agreement between the employer and the majority of his workers less than one hour may be allowed.

(e) No worker shall be employed for more than five hours without an interval for a meal: Provided that when overtime is worked after 6 p.m., the tea interval shall be allowed not later than 5 p.m.

(f) Any worker required to commence work before 6.30 a.m. shall be allowed half an hour for breakfast, between 7 a.m. and 9.30 a.m., without deduction from pay.

Wages.

2. (a) Casual workers employed in the stores of the employers parties hereto shall be paid not less than 2s. 6d. per hour.

(b) Permanent hands similarly employed shall be paid not less than £4 15s. per week.

(c) Any worker mixing manures, or bagging manures by hand, shall for the time he is so employed receive 3d. per hour in addition to his rate. A minimum of one hour shall be paid.

(d) Workers whilst engaged upon any of the following work shall be paid 2d. per hour in addition to the rates prescribed in subclauses (a) and (b) hereof:—

- (i) Workers classing hides and sheep-skins.
- (ii) Workers setting grass-seed and grain-cleaning machines.
- (iii) Workers sampling seed or grain.

(e) Workers whilst engaged upon classing rabbit-skins or wool shall be paid 4d. per hour extra in addition to the rates prescribed in subclauses (a) and (b) hereof.

(f) Workers whilst engaged in handling hides shall be paid 1d. per hour extra in addition to the rates prescribed in subclauses (a) and (b) hereof.

(g) "Head storeman" is a storeman substantially employed at manual labour and in charge of other workers. If in charge of two or more workers other than casuals and up to

five such workers he shall be paid 10s. per week extra. If in charge of over five such workers he shall be paid £1 per week extra.

(h) An employer shall be entitled to make a rateable deduction from the weekly wages specified in this award for any time lost through a worker's default.

Conditions.

3. (a) Any work done during meal-hours shall be paid for at ordinary overtime rates.

(b) A "casual worker" is an employee who is engaged by the hour. One hour's notice of termination of employment shall be given by either side, except in cases where work is stopped on account of weather conditions, when a moment's notice only need be given. Notwithstanding the foregoing, a casual worker may be dismissed for misconduct without notice.

(c) A "permanent hand" is a weekly employee, and not less than one week's notice shall be given by either party of the termination of the employment: Provided, however, that this shall not prevent an employer from summarily dismissing an employee for misconduct or other good cause.

(d) A casual worker on completion of twelve months' continuous service under this award shall, for the purpose of this award, be deemed to be a permanent hand.

(e) Wages shall be paid weekly, not later than Thursday, and during ordinary working-hours, except in the case of the termination of the employment, when all wages due shall be paid immediately upon discharge; but if any worker leaves of his own accord an order upon the city office shall be deemed sufficient.

(f) Any casual employed up to 5 p.m. on any day, unless notified of the termination of his employment, shall upon attendance next day be entitled to one hour's work or pay in lieu thereof.

Overtime.

4. (a) All time worked in excess or outside of the daily hours fixed in clause 1 hereof shall be paid for at the rate of time and a half for the first four hours and double time thereafter.

(b) When an employee is ordered back to work overtime after the meal interval a minimum of two hours shall be paid for.

(c) Any worker having worked all day and night until the ordinary time of starting next day and being required to continue working on into the next day shall be paid double time for all time so worked.

Holidays.

5. (a) The following shall be the recognized holidays:—

- (1) Canterbury Industrial District (north of the Rangitata River): New Year's Day, Good Friday, Easter Saturday, Easter Monday, Show Day, Labour Day, Christmas Day, and Boxing Day.
- (2) Canterbury Industrial District (south of the Rangitata River): New Years' Day, Good Friday, Easter Monday, Sovereign's Birthday, Labour Day, Christmas Day, Boxing Day, and Easter Saturday.

(b) Time worked on Sundays or any of the holidays specified in this clause shall be paid for at the rate of double time. In the case of workers employed on a weekly wage such payment shall be in addition to the weekly wage.

The provisions of the Factories Act relating to payment for statutory holidays shall apply to workers coming within the scope of the Factories Act.

Annual Holidays.

6. (a) All workers after twelve months' continuous service shall be granted an annual holiday of one week on full pay, such holiday to include in addition two week-ends (Saturday and Sunday), so that the holiday shall commence at the ordinary time for ceasing work on a Friday and extend to the ordinary time for commencing work on the Monday week following.

(b) A worker who has completed three months' service leaving the service of an employer shall be granted pay in lieu of the holiday mentioned in subclause (a) of this clause in proportion to his length of service; but this subclause shall not apply in the case of any worker dismissed for serious misconduct.

(c) Reasonable notice shall be given such worker before the time of the commencement of his annual holidays. The annual holidays shall be given within six months from the time they become due.

Overalls.

7. Employers shall provide all workers handling manure with overalls, and those employed on green and salted skins with canvas aprons and leggings or a suitable substitute, and where necessary those employed in hide-stores with gum boots or clogs, which shall remain the property of the employer. On completion of the work the same shall be returned to the foreman in charge.

Employment of Youths.

8. (a) Youths may be employed at not less than the following rates:—

			Per Week.		
			£	s.	d.
Under 17 years of age	..	..	1	10	0
17 to 17½ years of age	..	..	1	15	0
17½ to 18 years of age	..	..	2	0	0
18 to 19 years of age	..	..	2	7	6
19 to 20 years of age	..	..	2	17	6
20 to 21 years of age	..	..	3	10	0

(b) The proportion of youths shall be not more than one to every four adult workers or fraction of four, except in the case of rabbit-skin stores, where it shall be not more than one youth to every two adult workers or fraction of two.

Heavy Goods.

9. (a) No individual worker shall be required to carry any bagged goods exceeding 200 lb. net in weight.

(b) No junior under the age of eighteen years shall be required to lift or carry, unassisted, any weight over 75 lb.

Accommodation.

10. The employer shall provide suitable dining and lavatory accommodation, together with facilities for changing clothes. He shall also provide hot and cold water for washing, and facilities for boiling water at meal-times. In hide-stores, facilities for drying clothes shall be provided.

Notice of Overtime, and Tea-money.

11. When workers are ordered back to work after 6 p.m. on any day, or after 1 p.m. on the day of the customary half-holiday, the employer shall provide meals, or pay each worker 1s. 6d. to enable him to obtain a meal, unless such worker has been notified on the previous day that he will be required to work overtime.

Stacking Bales of Wool.

12. When workers are engaged stacking bales of wool by hand three bales high and not less than four adult storemen shall constitute the over-gang.

First-aid Chest.

13. A suitable first-aid medical outfit shall be provided and maintained in all stores, and shall be at all times accessible to each worker employed.

Disputes Committee.

14. The essence of this award being that the work of the employers shall not on any account whatsoever be impeded but shall always proceed as if no dispute had arisen, it is provided that if any dispute or difference shall arise between the parties bound by this award, or any of them, as to any matter whatsoever arising out of or connected therewith and not specifically dealt with in this award, every such dispute or difference shall be referred to a committee to be composed of two representatives of each side, together with an independent chairman to be mutually agreed upon or, in default of agreement, to be appointed by the Court. Either side shall have the right to appeal to the Court against a decision of any such committee upon giving to the other side written notice of such appeal within fourteen days after such decision has been made known to the party desirous of appealing.

Shifts.

15. (a) When shifts are worked at seed-cleaning, grain-cleaning, dressing and crushing, and mixing manure outside the hours prescribed in clause 1 hereof, eight hours shall constitute the shift and forty hours the week's work, for which payment shall be made at the rate of £5 per week. All time worked in excess of the shift shall be paid for at the rate of time and a half for the first four hours and double time thereafter. A crib-time of not less than half an hour shall be allowed in each shift without any deduction from the worker's pay. This clause shall apply only when a full week's shift is worked.

(b) Clause 2 (d) (ii) of this award shall apply to shift-work.

Basic Slag.

16. Workers employed at carrying or handling basic slag or North African Phosphate or Ephos shall be paid for the time actually employed thereat at the rate of 3d. per hour

in addition to the ordinary rates of wages prescribed by this award. This amount shall not be payable unless the aggregate time occupied at such work in any one day amounts to one hour or more.

Extension of Hours under Factories Act.

17. Pursuant to the provisions of section 3 of the Factories Amendment Act, 1936, the limits of hours fixed by sub-section (1) of that section are hereby extended in the manner and to the extent set forth in this award in respect of each occupier of a factory bound by the provisions of this award.

Right of Entry upon Premises.

18. The secretary or other authorized officer of the union of workers shall, with the consent of the employer (which consent shall not be unreasonably withheld), be entitled to enter at all reasonable times upon the premises or works and there interview any workers, but not so as to interfere unreasonably with the employer's business.

Workers to be Members of Union.

19. (a) It shall not be lawful for any employer bound by this award to employ or to continue to employ in any position or employment subject to this award any adult person who is not for the time being a member of an industrial union of workers bound by this award or who is not for the time being a member of a trade-union which was registered as such before the 1st day of May, 1936, and which is bound by this award: Provided, however, that any non-unionist may be continued in any position or employment by an employer bound by this award during any time while there is no member of a union bound by this award who is available to perform the particular work required to be done and is ready and willing to undertake it.

(b) For the purposes of subclause (a) of this clause a person of the age of eighteen years or upwards, and every other person who for the time being is in receipt of not less than the minimum rate of wages prescribed by this award for workers of the age of twenty-one years and upwards, shall be deemed to be an adult.

(NOTE.—Attention is drawn to subsection (4) of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, which gives to workers the right to join the union.)

Under-rate Workers.

20. (a) Any worker who considers himself incapable of earning the minimum wage fixed by this award may be paid such lower wage as may from time to time be fixed, on the application of the worker after due notice to the union, by the local Inspector of Awards or such other person as the Court may from time to time appoint for that purpose; and such Inspector or other person in so fixing such wage shall have regard to the worker's capability, his past earnings, and such other circumstances as such Inspector or other person shall think fit to consider after hearing such evidence and argument as the union and such worker shall offer.

(b) Such permit shall be for such period, not exceeding six months, as such Inspector or other person shall determine, and after the expiration of such period shall continue in force until fourteen days' notice shall have been given to such worker by the secretary of the union requiring him to have his wage again fixed in manner prescribed by this clause: Provided that in the case of any person whose wage is so fixed by reason of old age or permanent disability it may be fixed for such longer period as such Inspector or other person shall think fit.

(c) Notwithstanding the foregoing, it shall be competent for a worker to agree in writing with the president or secretary of the union upon such wage without having the same so fixed.

(d) It shall be the duty of the union to give notice to the Inspector of Awards of every agreement made with a worker pursuant hereto.

(e) It shall be the duty of an employer, before employing a worker at such lower wage, to examine the permit or agreement by which such wage is fixed.

Application of Award.

21. This award shall apply to the original parties named herein, and shall extend to and bind as subsequent party hereto every trade-union, industrial union, industrial associa-

tion, or employer who, not being an original party hereto, is, when this award comes into force or at any time whilst this award is in force, connected with or engaged in the industry to which this award applies within the industrial district to which this award relates.

Increase in Rates of Remuneration.

22. All rates of remuneration, including time and piece wages and overtime and other special payments provided for in this award, shall be subject to the provisions of the general order dated 9th August, 1940, under the Rates of Wages Emergency Regulations 1940, increasing rates of remuneration by an amount equal to 5 per cent. thereof.

Scope of Award.

23. This award shall not apply to any head storeman unless he is substantially employed at manual labour, but otherwise shall apply to all workers who are substantially employed as storemen by employers parties to this award in stores where wool and/or hides, skins, tallow, hemp, manure, grain, seeds, potatoes, salt, chaff, or flour are handled, and shall operate throughout the Canterbury Industrial District.

Term of Award.

24. This award, in so far as it relates to wages, shall be deemed to have come into force on the 21st day of April, 1941, and so far as all the other conditions of this award are concerned it shall come into force on the day of the date hereof; and this award shall continue in force until the 21st day of April, 1942.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the Court hath hereunto set his hand, this 6th day of August, 1941.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM.

The only matter referred to the Court related to the date of the award. In other respects the award embodies the terms of settlement arrived at by the assessors in Conciliation Council. Wages have been made payable retrospectively in accordance with the agreement of the parties.

A. TYNDALL, Judge.

BURNSIDE CEMENT-WORKERS.—AWARD.

In the Court of Arbitration of New Zealand, Otago and Southland Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments; and in the matter of an industrial dispute between the Otago and Southland Lime and Cement Employees' Industrial Union of Workers (hereinafter called "the union") and the undermentioned company (hereinafter called "the employers") :—

Milburn Lime and Cement Co., Ltd., 90 Crawford Street,
Dunedin.

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the above-mentioned dispute, and having heard the union by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, doth hereby order and award :—

That, as between the union and the members thereof and the employers and each and every of them, the terms, conditions, and provisions set out in the schedule hereto and of this award shall be binding upon the union and upon every member thereof and upon the employers and upon each and every of them, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this award; and, further, that the union and every member thereof and the employers and each and every of them shall respectively do, observe, and perform every matter and thing by this award and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this award or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same. And the Court doth hereby further award, order, and declare that any breach of the said

terms, conditions, and provisions set out in the schedule hereto shall constitute a breach of this award, and that a penalty as by law provided shall be payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect as from the 18th day of August, 1941, and shall continue in force until the 18th day of August, 1942, and thereafter as provided by subsection (1) (d) of section 89 of the Industrial Conciliation and Arbitration Act, 1925.

In witness whereof the seal of the Court of Arbitration hath hereto been affixed, and the Judge of the Court hath hereunto set his hand, this 13th day of August, 1941.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE.

Hours of Work.

1. An ordinary week's work shall not exceed forty hours, and a day's work shall not exceed eight hours. Except where otherwise provided herein, the working-hours shall be between 7.30 a.m. and 5 p.m. on five days of the week, from Monday to Friday, both days inclusive.

Shift-work.

2. (a) Men regularly employed on shifts shall commence the first shift at 12 midnight and cease work at 8 a.m. The second shift shall commence at 8 a.m. and cease at 4 p.m. The third shift shall commence at 4 p.m. and cease at 12 midnight. If a permanent shift-worker is required to commence work within twelve hours of ceasing work he shall be allowed one hour for changing shifts. Except in the case of burners and pumpmen, the number of shifts shall be five per week, from Monday to Friday, both days inclusive. For burners and pumpmen the present practice as to shifts shall continue.

(b) Regular shift-workers shall receive 1s. 6d. per shift extra for the first and third shifts mentioned in subclause (a) hereof.

Overtime.

3. All time worked in any one day outside or in excess of the hours prescribed in clauses 1 and 2 hereof shall be paid for at the rate of time and a half for the first three hours and double time thereafter: Provided that on Saturday morning four hours may be worked at time and a half rates.

Holidays.

4. (a) Christmas Day, Boxing Day, New Year's Day, Good Friday, Easter Monday, Labour Day, Anzac Day, and the birthday of the reigning Sovereign shall be observed as holidays and paid for unless the holiday falls on a Sunday and such holiday is not required by statute to be observed on Monday.

(b) Men required to work on any of the holidays prescribed in subclause (a) hereof shall be paid double time rates for such work in addition to the ordinary day's pay.

Annual Holiday.

5. (a) An annual holiday of one week on full pay shall be allowed to all workers on completion of each year of service, such holiday to be given at a time suitable to the employer. Should the annual holiday be given in conjunction with the Christmas-New Year holidays the annual holiday shall be five working-days in addition to the days prescribed as holidays in clause 4 hereof.

(b) If the employment of any worker is terminated for any reason other than misconduct before the completion of twelve months' service, but after three months' service has been completed, a holiday of proportionate duration shall be allowed or paid for.

Sunday Work.

6. Time worked on Sunday shall be paid for at double time rates. If men are required to work on Sunday for less than three hours, or if they are called upon to do Sunday work and on turning out are not required, they shall receive not less than three hours' pay at Sunday rates.

Meal Allowance.

7. When men are required to work in excess of nine hours on any day they shall be given a meal allowance of 2s.

Wages.

8. The following shall be the minimum rates of wages payable to the following classes of workers:—

			Per Hour.	
			s.	d.
Burners (rotary kiln) ..	..	..	2	7½
Shift engineers ..	..	..	2	9½
Tube-mill greaser and coal-drier ..	..	..	2	7½
Assistant tube-mill greaser ..	..	..	2	5½
Petrol-locomotive driver ..	..	..	2	6½
Baggers ..	..	..	2	6½
Foreman cement loader-out ..	..	..	2	8½
Permanent cement loaders-out ..	..	..	2	5½
Marl-pit truckers ..	..	..	2	5½
Hydrate-lime plant workers ..	..	..	2	6½
Electric-shovel driver ..	..	..	2	6½
Wash-mill and tippler hand ..	..	..	2	6
All other workers ..	..	..	2	4½

Increase in Rates of Remuneration.

9. All rates of remuneration, including time and piece wages and overtime and other special payments provided for in this award, shall be subject to the provisions of the general order dated the 9th August, 1940, under the Rates of Wages Emergency Regulations 1940, increasing rates of remuneration by an amount equal to 5 per cent. thereof.

Special Provisions.

10. (a) Men taken off day-work for shift-work shall not lose time thereby.

(b) Baggers shall be paid double time rates when the fan is off for more than one day.

(c) Baggers and truck hands shall be paid 1d. per hundred per man extra when working with old bags.

(d) Respirators shall be supplied to men working in dust when same are required.

(e) Goggles shall be supplied by the employer when same are required.

(f) Men employed in cleaning out coal-bins, clinker-bins, and cement-silos, or at other work mutually agreed upon between the works-manager and the men concerned as being dirty work, shall be paid 4s. per hour or part of an hour.

(g) All tools shall be supplied by the employer.

(h) When required, gum boots and waterproof coats shall be supplied to men working in wet places.

(i) A modern first-aid outfit, fully equipped, shall be kept in a convenient and accessible place at the works.

(j) Proper sanitary conveniences shall be provided, also change-rooms, lockers, and bathrooms.

(k) Men, other than regular shift-workers, required to work shifts outside the hours prescribed in clause 1 hereof for day-workers shall receive 1s. 6d. per shift extra for the back shift.

Factory Steward and Committee.

11. There shall be a committee consisting of three members of the executive of the union, one of whom shall be the factory steward. The duty of the committee shall be to assist the manager of the works to adjust any grievances or disputes that may arise. Should a dispute arise that cannot be settled by the employer's representatives and the factory committee, then it shall be reported to the secretary of the union, who shall endeavour to effect a settlement, failing which the matter in dispute shall be referred to the Conciliation Commissioner for the district, who may either decide the same or refer the matter to the Court. Either party, if dissatisfied with the decision of the Commissioner, may appeal to the Court within fourteen days after such decision shall have been communicated to the party desiring to appeal.

Under-rate Workers.

12. Any worker who, by reason of old age or other disability, is incapable of earning the minimum wage fixed by this award may be paid such lower wage as may from time to time be fixed on the application of the worker to the secretary of the union and the works-manager of the employer.

Workers to be Members of Union.

13. (a) It shall not be lawful for any employer bound by this award to employ or to continue to employ in any position or employment subject to this award any adult person who is not for the time being a member of an industrial union of workers bound by this award or who is not for the time being a member of a trade-union which was registered as such before the 1st day of May, 1936, and which is bound by this award: Provided, however, that any non-unionist may be continued in any position or employment by an employer bound by this

award during any time while there is no member of a union bound by this award who is available to perform the particular work required to be done and is ready and willing to undertake it.

(b) For the purposes of subclause (a) of this clause a person of the age of eighteen years or upwards, and every other person who for the time being is in receipt of not less than the minimum rate of wages prescribed by this award for workers of the age of twenty-one years and upwards, shall be deemed to be an adult.

(NOTE.—Attention is drawn to subsection (4) of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, which gives to workers the right to join the union.)

Extension of Hours under Factories Act.

14. Pursuant to the provisions of section 3 of the Factories Amendment Act, 1936, the limits of hours fixed by subsection (1) of that section are hereby extended upon the terms of this award in respect of the occupier of the factory bound by this award.

Scope of Award.

15. The application of this award is restricted to the parties named herein.

Term of Award.

16. This award shall come into force on the 18th day of August, 1941, and shall continue in force until the 18th day of August, 1942.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the Court of Arbitration hath hereunto set his hand, this 13th day of August, 1941.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM.

The matters settled by the Court related to wages, including extra payments for regular shift-workers, rate of shift allowance for workers other than regular shift-workers, and period of annual holiday. In other respects the award embodies the terms of settlement arrived at by the assessors in Conciliation Council.

A. TYNDALL, Judge

SOUTHLAND ELECTRICAL WORKERS.—AWARD.

In the Court of Arbitration of New Zealand, Otago and Southland Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments; and in the matter of an industrial dispute between the New Zealand (except Northern Industrial District) Amalgamated Engineering and Related Trades' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

Allison, G. C., 33 Main Street, Gore.
 Annison, G. R., Electrician, Chatton.
 Beatty Bros. (N.Z.), Ltd., 130 Dee Street, Invercargill.
 Bevin, J. E., 25 Medway Street, Gore.
 Birchwood Coal Co., Ohai.
 Bluff Borough Council, Bluff.
 Burleigh, J. F., Electrician, Wyndham.
 Carr, C., 185 Ritchie Street, Invercargill.
 Conroy, G. R., Electrician, Winton.
 Diack, W. E., Electrician, Riverton.
 Dominion Electric Engineering Co., Ltd., Don Street, Invercargill.
 Eastlake, A. B., Elles Road, Invercargill.
 Fleming and Co., Ltd., Gerton Street, Gore.
 Fredric, J. A., 2 Bourke Street, Invercargill.
 Hannah, J., King Street, Invercargill.
 Hubber, R. N., 86 Main Street, Gore.
 Invercargill City Council, Invercargill.
 Linton Coal Co., Ltd., Ohai.
 Logan, I. A. H., Nith Street, Invercargill.
 McBride, W., Electrician, Tokanui.
 Macalister, J., Electrician, Otautau.
 Mataura Borough Council, Mataura.
 Melvin, N., 15 Deveron Street, Invercargill.
 Nelson, W. H., Electrician, Queenstown.
 Nokamai Gold Mine Co., Parawa.
 N.Z. Express Co., Ltd., Don Street, Invercargill.
 N.Z. Paper Mills, Ltd., Mataura.
 Parkinson (Invercargill), Ltd., Invercargill.
 Patterson and Kearns, Elizabeth Street, Invercargill.
 Patton, P. D., Ltd., Tay Street, Invercargill.
 Shiels, T., Don Street, Invercargill.
 Shuttleworth, H., 120 Tay Street, Invercargill.
 Southland Frozen Meat Co., Ltd., 12 Esk Street, Invercargill.
 Southland Hospital Board, 41 Tay Street, Invercargill.
 Springford, T., Electrician, Winton.
 Stewart, H. D., 139 Main Street, Gore.
 Williamson, J., Electrician, Lumsden.

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the above-mentioned dispute, and having heard the union by its representatives duly appointed, and having also heard such

of the employers as were represented either in person or by their representatives duly appointed, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, doth hereby order and award:—

That, as between the union and the members thereof and the employers and each and every of them, the terms, conditions, and provisions set out in the schedule hereto and of this award shall be binding upon the union and upon every member thereof and upon the employers and upon each and every of them, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this award; and, further, that the union and every member thereof and the employers and each and every of them shall respectively do, observe, and perform every matter and thing by this award and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this award or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same. And the Court doth hereby further award, order, and declare that any breach of the said terms, conditions, and provisions set out in the schedule hereto shall constitute a breach of this award, and that a penalty as by law provided shall be payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect as hereinafter provided and shall continue in force until the 1st day of May, 1942, and thereafter as provided by subsection (1) (d) of section 89 of the Industrial Conciliation and Arbitration Act, 1925.

In witness whereof the seal of the Court of Arbitration hath hereto been affixed, and the Judge of the Court hath hereunto set his hand, this 4th day of August, 1941.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE.

Interpretation.

1. This award shall operate in respect of the following classes of workers:—

(a) "Inspectors' work" means and includes the inspecting and testing of consumers' installations, installing and main-

taining meters and other instruments, and installing and maintaining such of the supply authorities' plant as comes within the scope of the Electrical Supply and Wiring Regulations 1935.

(b) "Electrical workers' work" shall mean and include the erection, installation, and repairing of electrical appliances as follows: Electric generators, motors, controllers, switchboards, transformers, electric lifts, boosters, service batteries, electric fire-alarms, telephones, radiators, and the electrical wiring of installations, and of all machinery used for the conversion of mechanical power into electrical power, and *vice versa*, and of any other appliance which requires a practical knowledge of electricity and/or which necessitates the worker holding a wireman's license under the Electrical Wiremen's Registration Act, 1925, and its amendments.

(c) Nothing in this award contained shall apply to the construction, erection, or repairing of the mechanical portion of any of the above-mentioned appliances or machinery by a mechanical engineer, or to a motor electrician as defined in the current Motor Mechanics' award; but nothing in this subclause shall be construed as in itself authorizing the employment of a mechanical engineer on electrical workers' work.

(d) "Linesmen's work" shall mean and include the complete installation and repair of overhead and underground electric-light mains from the supply station to the consumer's point of supply, and the erection and connecting-up of transformers and street lamps, also welding.

(e) "Linesmen's assistants' work" shall mean and include the carrying-out of all necessary work in assisting linesmen and under their direction.

(f) "Test-room assistants' work" shall mean the carrying-out of all necessary work assisting the Inspector and under his direction and guidance.

(g) "Charge hand" shall mean a worker in charge of three or more additional workers employed on any work and under his direction.

Wages and Salaries.

2. (a) The following shall be the minimum rates of pay:—

				Per Hour.		
				£	s.	d.
Electricians	..	..	..	0	2	9
				Per Week.		
				£	s.	d.
Linesmen's assistants with less than two years' service	..	..	..	5	0	0
Linesmen's assistants, two years and over	..	..	..	5	5	0
Linesmen	..	..	..	5	10	0
Testing-room assistants	..	..	..	5	10	0
Senior Inspector (chief testing officer): £385 per annum, increasing to £400 in three years.						
Second Inspector (assistant testing officer): £338 per annum, increasing to £355 in three years.						
Third Inspector: £312 per annum, increasing to £325 in three years.						
Fourth Inspector: £299 per annum, increasing to £312 in three years.						

Maximum rate shall be paid at the end of three years.

Increases shall be by equal annual increments.

Inspectors shall not be subject to hours of work and over-time as per clauses 4 and 5 hereof. No additional payment shall be made for work done on any holidays or Sundays by inspectors.

(b) No deduction shall be made from the wages of weekly workers except for time lost through the worker's sickness, accident, or default. Linesmen or linesmen's assistants employed for less than one week shall be deemed to be casual workers and shall be paid for time worked 10 per cent. additional on the *pro rata* weekly wage.

(c) If workers are employed (temporarily) in doing work of a higher grade they shall be paid at the rate of that grade, with a minimum of two hours at such higher grade rate of pay: Provided that if such worker is employed at such higher-grade rate of pay for more than 50 per cent. of his weekly hours he shall be paid the higher rate for the whole of that week.

(d) Charge hands shall be paid 1s. 8d. per day or part of a day extra.

(e) Workers employed repairing or overhauling on live H.T. lines 3,000 volts or over shall be paid 1s. per day or part of a day in addition to wages specified in this award.

(f) Workers employed at oxy-acetylene or electric welding for less than four hours in a day shall be paid 1s. extra per day; for more than four hours in a day, 1s. 6d. extra per day.

(g) Workers coming within the scope of this award shall not have their wages reduced in any case where a higher rate is now being paid while they continue in their present position.

Increase in Rates of Remuneration.

3. All rates of remuneration, including time and piece wages and overtime and other special payments provided for in this award, shall be subject to the provisions of the general order dated 9th August, 1940, under the Rates of Wages Emergency Regulations 1940, increasing rates of remuneration by an amount equal to 5 per cent. thereof.

Hours of Work.

4. (a) Forty hours shall constitute an ordinary week's work, of which eight hours shall be worked on each day from Monday to Friday inclusive, to be worked between the hours of 7.30 a.m. and 5 p.m.

(b) The hours of work for line-men and line-men's assistants shall be 7.30 a.m. to 4.30 p.m., with sixty minutes for lunch.

Overtime.

5. (a) All time worked in any one day outside of or in excess of the hours provided for in clause 4 hereof shall be paid for at the rate of time and a half for the first four hours and double time for all further time so worked: Provided, further, that all time worked after 10 p.m. on any day and before the commencing hour on the following day shall be paid for at double rates.

(b) Any worker having worked continuously for twenty-four hours inclusive of intervals for meals shall not be required to continue working without his consent. If he does continue working he shall be paid double rates for all time worked on the second day.

(c) Any worker having completed sixteen consecutive hours' work inclusive of meal periods shall not be permitted to continue working on H.T. lines unless the lines are dead, except in case of emergency.

(d) Any worker having worked all day and having continued to work till after midnight shall be given eight hours off or be paid double rates for all time worked on the second day.

(e) If a worker is called back to work after reaching his home he shall be paid a minimum of two hours at rate and a half up to 10 p.m., and double time thereafter, calculated from the time of leaving and returning to his home.

(f) Any worker required to commence work after the cessation of public wheeled traffic or before the ordinary time of starting such traffic, and any worker who may work continuously until after the cessation of public wheeled traffic and cease work before the starting of such traffic, shall be paid for time occupied in travelling to or from his home computed on three miles per hour at ordinary rate of pay. Public wheeled traffic shall mean trams, buses, or trains ordinarily used by the workers travelling to and from their work.

(g) No worker shall be required to work more than four and a half hours continuously without an interval of at least three-quarters of an hour for a meal: Provided that this meal interval may be reduced to half an hour by mutual agreement.

(h) Meal-money: Where a meal is not provided, the employer shall allow meal-money at the rate of 2s. per meal when workers are called upon to work overtime after 6 p.m., provided they cannot reasonably get home for their meals and return to work in one hour.

(i) Supper and crib time when working overtime shall be paid for.

(j) No worker, other than troublemen, shall work overtime on Friday night except on breakdown work, and no worker shall work more than sixty-eight hours in any one week.

Holidays.

6. (a) The following days shall be recognized as holidays for workers under this award not specifically provided for under the Factories Act: New Year's Day, Easter Friday, Easter Monday, the day observed as the birthday of the reigning Sovereign, Christmas Day, Boxing Day, Labour Day, Anzac Day, and shall be paid at double-time rates if worked, and at half-rates if not worked. On Sundays double rates shall be paid if worked.

(b) Workers employed by public bodies shall receive the following holidays without deduction from pay: New Year's Day and the working-day following New Year's Day, Easter Friday, Easter Monday, Sovereign's Birthday, Christmas Day, Boxing Day, Anzac Day, and Labour Day.

(c) On completion of twelve months' service ten working-days' annual holiday on full pay shall be granted to all workers covered by this award employed by public bodies parties to

this award. After twelve months' service an employee completing further service and his service terminating shall be granted pay in lieu of holidays in the same proportion according to length of service.

(d) Inspectors shall be entitled to three weeks' annual holiday on full pay.

Country Work.

7. (a) Should a worker be required by his employer to proceed to work in the country at such a distance from his usual place of employment that he is unable to return to his usual place of abode on the same day, the employer shall provide such worker with suitable board and lodgings.

(b) Workers who are required to proceed to country work as aforesaid shall be conveyed by the employer to and from such work free of charge, or their travelling-expenses going to and returning from such work shall be paid by the employer, but once only during the continuance of the work unless the worker is recalled and again sent to the job.

(c) Time occupied in travelling to the work shall be paid for at ordinary rates, but not more than an ordinary day's wages shall be paid for time spent in travelling on any day.

Outside Work.

8. Any worker engaged on outside work which does not necessitate his lodging away from home shall be paid for not more than two hours per day travelling-time before 8 a.m. or after 5 p.m. at ordinary rates, and in excess of two hours at time and a half rates.

General Conditions.

9. (a) Workers who provide themselves with necessary overcoat and leggings for use in wet weather on outside work shall receive 1s. per week allowance.

(b) All necessary tools, including one knife each year, shall be provided by the employer. The worker shall be responsible for all tools and material supplied to him, and shall make good any loss, fair wear-and-tear excepted. Suitable lockers shall be provided for storing tools and material.

(c) It shall be the duty of the employer to provide suitable accommodation wherein inside employees may keep their clothes, good ventilation, and proper sanitary arrangements; also a sufficient supply of boiling water at meal-hours and for washing at knock-off time.

(d) An employer shall provide reasonable facilities for supplying warmth for men working in the workshops in cold weather.

(e) Should a worker be required by his employer to use his bicycle or motor-cycle he shall be allowed 1s. 6d. per week in the case of a bicycle and 9d. per day in the case of a motor-cycle.

(f) No worker shall be required to work a ladder over 10 ft. in length unless suitable assistance is available.

(g) The proportion of assistant linesmen to linesmen shall not exceed three assistants to two linesmen.

Termination of Engagement.

10. In the case of hourly workers, one hour's notice shall be given by either party. In the case of weekly workers, one week's notice shall be given by either party; but nothing in this clause shall prevent the summary dismissal of a worker for misconduct or other good cause.

Dirty Work.

11. Dirt-money at the rate of 1s. 6d. per day or portion of a day shall be paid for all work done by any worker coming within the scope of this award in cement-works, chemical-works, lime-works, soap-works, foundries, storage-battery works, fellmongeries, manure-works, work on reconditioning transformer-oil or bitumen-filled bushings or joint boxes, or work that may be mutually agreed upon as being dirty work.

Matters not provided for.

12. Any dispute in connection with any matter not provided for in this award shall be settled between the particular employer concerned and the secretary or president of the union, and in default of any agreement being arrived at, then such dispute shall be referred to a Conciliation Commissioner, who may either decide the same or refer the matter to the Court. Either party, if dissatisfied with the decision of the Conciliation Commissioner, may appeal to the Court upon giving written notice of such appeal to the other party within fourteen days after such decision shall have been communicated to the party desiring to appeal.

Access to Workshop, and Shop Steward.

13. The union secretary or any other person duly appointed shall be allowed access to any workshop at any time for the purpose of interviewing any worker coming within the scope

of this award upon business connected therewith; and the employer shall give recognition to any worker who is appointed shop steward.

Improvers.

14. An apprentice at the end of five years' service may be employed as an improver either by the employer with whom he served or by another employer at a rate to be fixed by the union representative and the employer concerned until he receives his license: Provided that he shall take every opportunity to secure such license, but in no case shall he be employed as an improver for a longer period than two years: Provided, always, that an apprentice who has passed the examination set for workers under the Electrical Wiremen's Registration Act, 1925, or its amendments, shall rank as a journeyman on completion of five years' service as an apprentice, and shall not be required to serve as an improver.

Extension of Hours under Factories Act.

15. Pursuant to the provisions of section 3 of the Factories Amendment Act, 1936, the limits of hours fixed by subsection (1) of that section are hereby extended upon the terms of this award in respect of every occupier of a factory bound or to be bound by this award.

Workers to be Members of Union.

16. (a) It shall not be lawful for any employer bound by this award to employ or to continue to employ in any position or employment subject to this award any adult person who is not for the time being a member of an industrial union of workers bound by this award or who is not for the time being a member of a trade-union which was registered as such before the 1st day of May, 1936, and which is bound by this award: Provided, however, that any non-unionist may be continued in any position or employment by an employer bound by this award during any time while there is no member of a union bound by this award who is available to perform the particular work required to be done and is ready and willing to undertake it.

(b) For the purposes of subclause (a) of this clause a person of the age of eighteen years or upwards, and every other person who for the time being is in receipt of not less than the minimum rate of wages prescribed by this award for workers of the age of twenty-one years and upwards, shall be deemed to be an adult.

(NOTE.—Attention is drawn to subsection (4) of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, which gives to workers the right to join the union.)

Under-rate Workers.

17. (a) Any worker who considers himself incapable of earning the minimum wage fixed by this award may be paid such lower wage as may from time to time be fixed, on the application of the worker after due notice to the union, by the local Inspector of Awards or such other person as the Court may from time to time appoint for that purpose; and such Inspector or other person in so fixing such wage shall have regard to the worker's capability, his past earnings, and such other circumstances as such Inspector or other person shall think fit to consider after hearing such evidence and argument as the union and such worker shall offer.

(b) Such permit shall be for such period, not exceeding six months, as such Inspector or other person shall determine, and after the expiration of such period shall continue in force until fourteen days' notice shall have been given to such worker by the secretary of the union requiring him to have his wage again fixed in manner prescribed by this clause: Provided that in the case of any person whose wage is so fixed by reason of old age or permanent disability, it may be fixed for such longer period as such Inspector or other person shall think fit.

(c) Notwithstanding the foregoing, it shall be competent for a worker to agree in writing with the president or secretary of the union upon such wage without having the same so fixed.

(d) It shall be the duty of the union to give notice to the Inspector of Awards of every agreement made with a worker pursuant hereto.

(e) It shall be the duty of an employer, before employing a worker at such lower wage, to examine the permit or agreement by which such wage is fixed.

Application of Award.

18. This award shall apply to the original parties named herein, and shall extend to and bind as subsequent party hereto every trade-union, industrial union, industrial association, or employer who, not being an original party hereto, is, when this award comes into force or at any time whilst this award is in force, connected with or engaged in the industry to which this award applies within that portion of the industrial district to which this award relates.

Scope of Award.

19. This award shall operate throughout that portion of the Otago and Southland Industrial District formerly known as the Provincial District of Southland.

Term of Award.

20. This award, in so far as it relates to wages, shall be deemed to have come into force on the 1st day of May, 1941, and so far as all the other conditions of this award are concerned it shall come into force on the day of the date hereof; and this award shall continue in force until the 1st day of May, 1942.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the Court hath hereto set his hand, this 4th day of August, 1941.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM.

The only matter referred to the Court related to under-rate workers. In other respects the award embodies the terms of settlement arrived at by the assessors in Conciliation Council. Wages have been made payable retrospectively in accordance with the agreement of the parties.

A. TYNDALL, Judge.

WELLINGTON INDUSTRIAL DISTRICT BUTCHERS.—AWARD.

In the Court of Arbitration of New Zealand, Wellington Industrial District—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments; and in the matter of an industrial dispute between the Wellington Amalgamated Society of Shop-assistants' (other than Hair-dressers' Assistants) Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

Wellington.

Bryenton Bros., Butchers, 138 Riddiford Street, Wellington.

Eatox (Wellington), Ltd., Butchers, 103 Cuba Street, Wellington.

Evans, A., 255 Coutts Street, Wellington.

Flipp, F., Butchers, 38 Seatoun Road, Wellington.

Gear Meat Preserving Co. of New Zealand, Ltd., Butchers, Lambton Quay, Wellington.

Luxford, P. C., Butcher, 193 Riddiford Street, Wellington.

Manawatu Farmers' Meat Co., Ltd., 134 Cuba Street, Wellington.

Rod, J., and Co., Butchers, 34 Courtenay Place, Wellington.
Symonds, J., and Co., Butchers, 18 Courtenay Place, Wellington.
Wellington Master Butchers' Industrial Union of Employers (W. J. Mountjoy, Secretary), 8 The Terrace, Wellington.

Manawatu.

Manawatu Master Butchers' Industrial Union of Employers, A.M.P. Chambers, 14 Broadway, Palmerston North.
McBeth and Sons, Butchers, Otaki.
Deakin, B., Butcher, Waikanae.
Carter Bros., Butchers, Queen Street, Levin.
Peach, Butchers, Shannon.
Grey, E. C., Butcher, Main Street West, Palmerston North.
Hansel, A. E., Butcher, Broadway, Palmerston North.
Manawatu Meat and Cold Storage Co., Ltd., Butchers, Broadway, Palmerston North.
Snelling, G. L., Butcher, Cuba Street, Palmerston North.
Des Landes, E. M., Butcher, Ferguson Street, Feilding.
Malcolmson Bros., Butchers, Ferguson Street, Feilding.
Spurle, R. J., Butcher, Kimbolton Road, Feilding.
The Feilding Farmers' Freezing Co., Thos. Borthwick and Sons (A'sia), Ltd., Butchers, Feilding.

Wanganui.

Wanganui Master Butchers' Industrial Union of Employers, Secretary, 189 Victoria Avenue, Wanganui.
Allan, R., and Co., Butchers, Ohakune.
Anderson, G., and Son, Butchers, Raetihi.
Andrews, S., Butcher, Marton.
Bristol and Co. (F. Bristol), Butchers, The Avenue, Wanganui.
Crafer Bros., Butchers, Moana Street, Wanganui.
The Farmers' Co-operative Meat Co., Ltd., Butchers, The Avenue, Wanganui.
Klue, J., Butcher, Hunterville.
McGuiness, A., Butcher, Taihape.
New Zealand Refrigerating Co., Ltd., Butchers, Imlay, Wanganui.
Perrett, W. E., Butcher, Guyton Street, Wanganui.
Senior and Bennett, Butchers, The Avenue, Wanganui.

Hawke's Bay.

City Meat Co., Butchers, Heretaunga Street, Hastings.
Dalley, S. A., Butcher, Waipawa.
Davidson, J. A., Butcher, Heretaunga Street, Hastings.
Fletcher, J. B., Butcher, Heretaunga Street, Hastings.
Hague, A. W., Butcher, Wairoa, Hawke's Bay.
Martin, R. and R., Butchers, Taradale, Hawke's Bay.
Pascoe, L. J., Butcher, Havelock Road, Hastings.
Pipe, F., Butcher, Heretaunga Street, Hastings.
Thompson Bros., Butchers, Heretaunga Street, Hastings.
Waipukurau Butchery Co., Ltd., Waipukurau.
Alloway, A., Butcher, Emerson Street, Napier.
Haynes, B., and Co., Butchers, Hastings Street, Napier.
Mellor and Sons, Butchers, Kennedy Road, Napier.
Seiby, F., Butcher, Port Ahuriri, Napier.
Stanford, G. G., Butcher, Bridge Street, Port Ahuriri, Napier.
Dannevirke Farmers' Meat Co., Butchers, High Street, Dannevirke.
Fairley, G. E., Butcher, Woodville.

Wairarapa.

Wairarapa Master Butchers' Industrial Union of Employers,
 Secretary, P.O. Box 190, Masterton.
 Barber Bros. (L. Barber), Butchers, Queen Street, Masterton.
 Thomas, H. B., Butcher, Queen Street, Masterton.
 Grey, C., Butcher, Queen Street, Masterton.
 Thomas Borthwick and Sons (A'sia), Ltd., Butchers, Waingawa,
 Masterton.
 Deller, W. V., Butcher, Carterton.
 Vaughan, W., Butcher, Carterton.
 Horton, A. W., Butcher, Greytown.
 Skill, C. W., Butcher, Martinborough.

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the above-mentioned dispute, and having heard the union by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, doth hereby order and award:—

That, as between the union and the members thereof and the employers and each and every of them, the terms, conditions, and provisions set out in the schedule hereto and of this award shall be binding upon the union and upon every member thereof and upon the employers and upon each and every of them, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this award; and, further, that the union and every member thereof and the employers and each and every of them shall respectively do, observe, and perform every matter and thing by this award and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this award or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same. And the Court doth hereby further award, order, and declare that any breach of the said terms, conditions, and provisions set out in the schedule hereto shall constitute a breach of this award, and that a penalty as by law provided shall be payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect as from the 8th day of September, 1941, and shall continue in force until the 31st day of December, 1941, and thereafter as provided by subsection (1) (d) of section 89 of the Industrial Conciliation and Arbitration Act, 1925.

In witness whereof the seal of the Court of Arbitration hath hereto been affixed, and the Judge of the Court hath hereunto set his hand, this 4th day of September, 1941.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE.

Hours of Work.

1. (a) Forty-four hours shall constitute a week's work, to be worked as follows:—

Set 1: Between 7.30 a.m. and 4.30 p.m. on five days of the week, and 8 a.m. and noon on the day of the weekly half-holiday.

Set 2: Between 8 a.m. and 5 p.m. on five days of the week, and 8 a.m. and noon on the day of the weekly half-holiday.

The weekly half-holiday shall be either Wednesday or Saturday within a radius of twenty-five miles from the Chief Post-office, Wellington, and either Wednesday, Thursday, or Saturday outside that radius.

The daily working-hours under this award shall be worked continuously, and not more than one hour shall be allowed for dinner. No worker shall be permitted to do any work coming within the scope of this award earlier than 7.30 a.m. except as hereinafter provided.

(b) (i) Notwithstanding anything to the contrary hereinbefore contained, workers may be required to commence work on one morning of the week at 6 a.m. and as provided for in paragraph (ii) of this subclause, provided they are allowed equivalent time off at the end of a day within three days thereafter, and provided further that on such day or days half an hour shall be allowed for breakfast. Workers engaged in carting meat from the abattoirs or slaughterhouses may be required to commence work at an earlier hour than that hereinbefore prescribed, provided such workers are allowed equivalent time off at the end of the day, and provided further that one hour is allowed for the workers to partake of their breakfast.

(ii) In any week in which a whole holiday or two whole holidays fall it shall be competent for workers to commence work at 6 a.m. on two mornings in such week without extra payment, provided half an hour is allowed off for breakfast.

Workers may be employed from the hour of 6 a.m. for the purpose of cutting orders which have to be delivered by service car leaving the town in which the shop is situated prior to 7.30 a.m., providing equivalent time off is allowed such workers at the end of the day.

(iii) In the event of any of the holidays mentioned in clause 7 of this award falling on the day of the worker's usual weekly half-holiday, such worker shall be granted a half-day off from the hour of 12 noon on some day other than the day usually observed as the worker's weekly half-holiday, either in the week preceding or following the week in which such whole holiday occurs: Provided it shall not be necessary for a half-holiday to be given in any week when two whole holidays occur and when such holiday falls on the worker's usual half-holiday.

(c) Workers shall not be employed for more than five hours without an interval for a meal.

(d) For the purpose of calculating the hours of work each of the holidays hereinafter mentioned shall be deemed to be a day worked for the number of hours usually worked on that day of the week, although no work shall have been actually done on such holiday.

(e) *Pork-butchers.*—The provisions of this award are modified in respect of pork-butchers' shops and small-goods shops, in which fresh uncooked meat (exclusive of pork) is not sold, in manner hereinafter appearing: The hours of work shall be not more than forty-four per week, to be worked on four days of the week between the hours of 8 a.m. and 5.30 p.m., with one hour allowed for dinner; on one day of the week between 8 a.m. and 12 noon; and on one day of the week between 8 a.m. and 9 p.m., with one hour allowed for dinner and, if employed after 6 p.m., with one hour allowed for tea. This subclause shall be read subject to sections 3 (2) and 5 of the Shops and Offices Act, 1921-22, and its amendments.

(f) Each employer shall notify the union within seven days of the coming into operation of this award, and immediately after the employment of any new worker, of the names of all such workers, together with his daily starting and finishing time each day; his hours when so fixed shall continue in force for a period of not less than six months, and thereafter until an alteration is notified to the union. Such notices shall be in writing and transmitted not less than seven days before the alteration becomes effective. The operation of all notices under this clause shall be for six-monthly periods unless otherwise agreed to between the union and the employer.

Wages.

2. (a) Workers shall be paid not less than the wages specified in the following scale:—

			Per Week.		
			£	s.	d.
First shopman or man in charge	..		6	5	0
Second shopman	..	..	5	12	6
First small-goods man	..	..	6	5	0
Slaughterman	..	..	5	12	6
Man in charge of hawker's cart	..		5	12	6
All other workers	..	..	5	5	0

(b) The wages hereinbefore prescribed are weekly wages and are not subject to any deduction except for time lost through the default or illness of the worker.

(c) Except in the case of casual labour, one week's notice shall be given by either party of the termination of the employment. The period of notice in either case shall be exclusive of the whole or any part of the annual holiday required to be given in pursuance of this award.

Casual Labour.

3. All casual workers shall be paid at the rate of not less than 3s. per hour, with a minimum of four hours on the day of the half-holiday, and six hours on any other day on which such workers shall be employed. "Casual" shall mean any person whose engagement is for a period of less than five and a half consecutive days.

Boys and Youths.

4. (a) Employers may employ boys and youths at not less than the following rates:—

			Per Week.		
			£	s.	d.
At fifteen years of age	..	..	1	8	0
At fifteen and a half years of age	..	..	1	12	0
At sixteen years of age	..	..	1	16	0
At sixteen and a half years of age	..	..	2	0	0
At seventeen years of age	..	..	2	5	0
At eighteen years of age	..	..	2	10	0
Between nineteen and twenty-one years of age	..	..	3	0	0

Provided, however, that a youth between nineteen and twenty-one years of age who has served not less than three years at the trade shall receive £3 10s. per week. And provided, further, that a youth between the ages of seventeen and twenty-one years with no previous experience may be employed at a rate of 5s. less than the rates set out herein for the first six months of his employment.

(b) The proportion of boys or youths to be employed in any shop by any employer shall not exceed one boy or youth to every three fully-paid men or fraction thereof.

(c) The wages hereinbefore prescribed are weekly wages, and are not subject to any deductions except for time lost through the default or illness of the worker.

Increase in Rates of Remuneration.

5. All rates of remuneration, including time and piece wages and overtime and other special payments provided for in this award, shall be subject to the provisions of the general order dated 9th August, 1940, under the Rates of Wages Emergency Regulations 1940, increasing rates of remuneration by an amount equal to 5 per cent. thereof.

Overtime.

6. (a) All time worked after the ordinary time for ceasing work on any day shall be deemed to be overtime, and shall be paid for at time and a half rates.

(b) Subject to the provisions of clause 1 (b) hereof, all time worked before the ordinary starting-time in the morning as set out in the "Hours of Work" clause shall be paid for at double time rates.

(c) For the purpose of calculating overtime, any overtime under half an hour shall count as half an hour, and if over half an hour but under one hour, as one hour worked.

(d) All workers required to work overtime for more than fifteen minutes after the usual time for ceasing work shall be paid 1s. 6d. tea-money.

(e) Where a worker is required to work on the day which is usually observed as his half-holiday for the purpose of supplying shipping, he shall be paid at time and a half rates in addition to his ordinary weekly wages for all time so employed.

Holidays.

7. (a) (i) In that portion of the Wellington Industrial District south of the Otaki River and west of the Rimutaka Ranges the following shall be recognized as holidays: New Year's Day and the day following, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Labour Day, Sovereign's Birthday, Christmas Day, Boxing Day, Anniversary Day.

(ii) In the Hawke's Bay Provincial District the following holidays shall be observed: New Year's Day and the day following, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Labour Day, Sovereign's Birthday, Christmas Day, Boxing Day, Spring Show Day, and the operative butchers' picnic-day.

(iii) In that portion of the Wellington Industrial District bounded on the south by the Otaki River, on the north by the Rangitikei River, on the west by the sea, and on the east by the Rimutaka Ranges the following holidays shall be observed: New Year's Day and the day following, Good Friday, Easter Saturday, Easter Monday, Labour Day, Sovereign's Birthday, Christmas Day, Boxing Day, Anniversary Day, Anzac Day, and Summer Show Day. The last-mentioned holiday shall be observed during Summer Show Week on a day to be agreed upon between the union and the Master Butchers' Association.

(iv) In that portion of the Wellington Industrial District which is bounded on the north by the Hawke's Bay Provincial District, on the east by the sea, on the west by the Tararua and Rimutaka Ranges, and on the south by the sea the following holidays shall be observed: New Year's Day, the day following, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Labour Day, Sovereign's Birthday, Christmas Day, Boxing Day, and Anniversary Day.

(v) *Wanganui Area.*—All workers shall receive the following holidays: New Year's Day and the day following, Anniversary Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Sovereign's Birthday, Christmas Day, Boxing Day, Show (People's) Day, and the operative butchers' picnic-day. In the event of the People's Show Day being observed on Saturday, all workers shall be allowed a half-day off from 12 noon. Where Saturday is the day of the workers' usual half-holiday, such workers shall be allowed one half-day off in the week prior to Show Day or the week preceding the same. The half-day off to be additional to the workers' usual half-holiday.

(b) The employers shall have the right to fix the day of the week but not otherwise the date of the picnic-day: Provided that they shall not have the right to fix the same on the day upon which the worker's usual half-holiday occurs unless by agreement with the union.

(c) Should any of the above-mentioned holidays fall on a Sunday, then for the purposes of this award such holiday shall be observed on the following Monday. Should any of the said Mondays be a holiday under this award, such holiday shall be observed on the following Tuesday.

(d) All work done on Sundays or any of the above-mentioned holidays or on the day observed in lieu thereof shall be paid for at double time rates. The said payment shall be in addition to ordinary weekly wages.

(e) One holiday of seven working-days on full pay shall be granted to each worker under this award on completion of each year of continuous service, such holidays to be exclusive of any holiday mentioned in subclause (a) of this clause: Provided that an employer in lieu of giving the holiday may pay additional wages corresponding to the holiday period, with the consent of the union.

(f) All time worked under the previous award shall count as if worked under this award for the purposes of calculating the years of service.

(g) Any worker not completing the full qualifying period in any year of service shall be granted pay in lieu of holidays in the same proportion according to the length of his service: Provided that during the first year's employment he shall be required to serve three months before this clause shall operate.

(h) No worker shall be employed on any of the days mentioned as holidays, or upon any other day which is observed as a holiday under the holidays clause of this award after the hour of 7 a.m.

(i) Any day agreed upon by the Master Butchers' Association and the union as a day upon which all shops bound by this award shall be closed shall be deemed to be a holiday as if it were incorporated in the clause setting out the days to be observed as holidays, and no work shall be done on such day after the hour of 7 a.m. except in the case of Summer Show Day in Palmerston North or from the hour agreed upon, and all shops which are subject to the provisions of clause 13 hereof shall remain closed.

(j) No cart or other vehicle shall sell or deliver in any combined district, separate district, Town Board district, country district, while the shops in such district are closed, in compliance with the terms of this award, or on a day observed in lieu thereof, nor on any day which is observed as the weekly half-holiday.

General.

8. (a) In the case of weekly employment where a worker is employed substantially in any capacity he shall be paid the rate of wages laid down for that class of employment.

(b) All wages and overtime shall be paid in full not later than Thursday of each week and before the closing hour.

(c) An employer, manager, or branch manager who substantially performs the work of a shopman may be classed as first shopman in that shop; when three or more adults are employed in any shop two-thirds of their time, one shall be paid first shopman's wages.

(d) A copy of this award shall at all times be affixed in some conspicuous place at or near the entrance to the shop or factory and in such a position as to be easily accessible to the persons employed therein.

(e) In shops and factories the rotation of employment shall be as follows: First shopman, second shopman, all other workers; or the first small-goods man, all other workers.

(f) At all establishments accommodation shall be provided for hanging up and changing clothes.

(g) No worker who has charge of or drives any motor-vehicle for his employer and stables or accommodates such vehicle on his own premises shall be permitted to do any cleaning or repairing work to such vehicle at his place of residence either before or after the hours of starting or finishing work as set out in this award, or on any holiday or a Sunday.

(h) The employment of female labour shall not be permitted under any consideration, and no employer shall be permitted to have the assistance of female labour at any time.

(i) No boy or youth under the age of fifteen years shall be employed to have charge of any cart or motor in which meat is delivered or sold.

(j) The employment of casual boy labour by either employer or worker is not allowed, and workers are not permitted to have the assistance of casual boy labour at any time.

(k) A slaughterman is a worker who does killing, boiling down, droving, and all other necessary work round or about in connection with slaughtering-work for his employer.

(l) All workers when loading or unloading meat shall be provided with carrying covers.

(m) Where white coats are required by the employer to be worn by the workers the employer shall launder same or, at the option of the employer, pay for the same to be laundered.

Time and Wages Book.

9. Each employer shall keep and enter or cause to be kept and entered up a book containing the names of each of the workers to whom this award applies, the wages paid, the class of work performed by each worker, and the time during which he has been employed during each day.

Workers to be Members of Union.

10. (a) It shall not be lawful for any employer bound by this award to employ or to continue to employ in any position or employment subject to this award any adult person who is not for the time being a member of an industrial union of workers bound by this award or who is not for the time being a member of a trade-union which was registered as such before the 1st day of May, 1936, and which is bound by this award: Provided, however, that any non-unionist may be continued in any position or employment by an employer bound by this award during any time while there is no member of a union bound by this award who is available to perform the particular work required to be done and is ready and willing to undertake it.

(b) For the purposes of subclause (a) of this clause a person of the age of eighteen years or upwards, and every other person who for the time being is in receipt of not less than the minimum rate of wages prescribed by this award for workers of the age of twenty-one years and upwards shall deemed to be an adult.

(NOTE.—Attention is drawn to subsection (4) of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, which gives to workers the right to join the union.)

Under-rate Workers.

11. (a) Any worker who considers himself incapable of earning the minimum wage fixed by this award may be paid such lower wage as may from time to time be fixed, on the application of the worker after due notice to the union, by the local Inspector of Awards or such other person as the Court may from time to time appoint for that purpose ; and such Inspector or other person in so fixing such wage shall have regard to the worker's capability, his past earnings, and such other circumstances as such Inspector or other person shall think fit to consider after hearing such evidence and argument as the union and such worker shall offer.

(b) Such permit shall be for such period, not exceeding six months, as such Inspector or other person shall determine, and after the expiration of such period shall continue in force until fourteen days' notice shall have been given to such worker by the secretary of the union requiring him to have his wage again fixed in manner prescribed by this clause: Provided that in the case of any person whose wage is so fixed by reason of old age or permanent disability it may be fixed for such longer period as such Inspector or other person shall think fit.

(c) Notwithstanding the foregoing, it shall be competent for a worker to agree in writing with the president or secretary of the union upon such wage without having the same so fixed.

(d) It shall be the duty of the union to give notice to the Inspector of Awards of every agreement made with a worker pursuant hereto.

(e) It shall be the duty of an employer, before employing a worker at such lower wages, to examine the permit or agreement by which such wage is fixed.

Right of Entry.

12. Every employer bound by this award shall permit the secretary or other authorized officer of the union of workers to enter at all reasonable time (to be mutually arranged between the employer and the union) upon the premises or works and there interview any workers, but not so as to interfere unreasonably with the employer's business.

Closing-hours.

13. In exercise of the powers vested in the Court by section 69 of the Shops and Offices Act, 1921-22, as amended by section 17 of the Shops and Offices Amendment Act, 1927,

it is ordered that, in those areas within the Wellington Industrial District to which section 31 of the Shops and Offices Act, 1921-22, applies—

- (a) All butchers' shops and the shops of every person, firm, and company in which fresh meat, exclusive of pork, is sold shall be closed at the hour of 5 p.m. on five days of the week and at the hour of 12 noon on the day of the weekly half-holiday.
- (b) All pork-butchers' shops shall be closed at the hour of 5.30 p.m. on four days of the week, at the hour of 9 p.m. on one day of the week, and at the hour of 12 noon on the day of the weekly half-holiday. This subclause shall be read subject to the provisions of sections 3 (2) and 5 of the Shops and Offices Act, 1921-22.
- (c) All shops mentioned in this clause shall be closed from the hour of 7 a.m. on those days set out in this award as holidays or days observed in lieu thereof.

Extension of Hours under Factories Act.

14. Pursuant to the provisions of section 3 of the Factories Amendment Act, 1936, the limits of hours fixed by subsection (1) of that section are hereby extended upon the terms of this award in respect of every occupier of a factory bound or to be bound by this award.

Application of Award.

15. This award shall apply to the original parties named herein, and shall extend to and bind as subsequent party hereto every trade-union, industrial union, industrial association, or employer who, not being an original party hereto, is, when the award comes into force or at any time whilst this award is in force, connected with or engaged in the industry to which this award applies within the industrial district to which this award relates.

Scope of Award.

16. This award shall operate throughout the Wellington Industrial District.

Term of Award.

17. This award shall come into force on the 8th day of September, 1941, and shall continue in force until the 31st day of December, 1941.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the Court hath hereunto set his hand, this 4th day of September, 1941.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM.

The matters referred to the Court related to hours of work, notification by employer to union of starting and finishing times of workers, general (subclauses (l) and (m)), tea-money, closing-hours, and term of award.

In conciliation the parties agreed to a clause defining the industry to which the award relates.

In the previous award for the industry in the Wellington Industrial District there was no definition of this nature.

It was made clear to the Court that the proposed definition was designed to cover a wider field than had been covered by past awards in the butchery industry in the Wellington District. In other words, the parties desire to bring under the butchers' award any persons, firms, or companies who in the course of their mixed business sell lines of goods usually recognized as coming within the scope of pork-butchers' business, irrespective of the ratio which the value of the pork-butchers' lines sold might bear to the total turnover of the mixed business.

Strong objections to this proposal were registered on behalf of the proprietors of delicatessen shops and shops of a similar character.

In view of these objections from parties who were not represented on the Conciliation Council, the Court has decided to adhere to the form of the expired award and make the new award for a short term only.

This course has been adopted with the object of giving the various parties an opportunity to confer on the matters at issue.

It is felt that, in view of the competition that exists between the various classes of businesses, all the workers concerned in those businesses should have some protection under the Industrial Conciliation and Arbitration Act. The parties themselves are best qualified to determine the most suitable manner by which this can be accomplished.

A. TYNDALL, Judge.

CANTERBURY AND OTAGO AND SOUTHLAND BY-PRODUCTS WORKERS.—AWARD.

[Filed in the Office of the Clerk of Awards, Dunedin.]

In the Court of Arbitration of New Zealand, Canterbury and Otago and Southland Industrial Districts.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments; and in the matter of an industrial dispute between the—

New Zealand Freezing-works and Related Trades' Industrial Association of Workers;

The Canterbury Freezing-works and Related Trades' Employees' Industrial Union of Workers; and

The Otago and Southland Freezing-works and Related Trades' Employees' Industrial Union of Workers

(hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

Barr, R. J., Gore.

Canterbury By-products Co., Ltd., 227 Manchester Street, Christchurch.

Cundall's By-products Works, Ltd., West Plains.

Jensen Bros., Burnside.

McLeod Bros., Ltd., Washdyke, Timaru.

McLeod Bros., Ltd., 336 Cumberland Street, Dunedin.

Oamaru By-products Co., Ltd., Oamaru.

Patrick, E., and Co., Sockburn, Christchurch.

Ramsay, A. B., Washdyke, Timaru.

Southland Butchers' By-products Co., Ltd., Invercargill.

Zealandia Soap and Candle Co., Ltd., Belfast (registered office, 202 Hereford Street, Christchurch).

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the above-mentioned dispute, and having heard the union by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, doth hereby order and award :—

That, as between the union and the members thereof and the employers and each and every of them, the terms, conditions, and provisions set out in the schedule hereto and of this award shall be binding upon the union and upon every member thereof and upon the employers and upon each and every of them, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this award; and, further, that the union and every member thereof and the

employers and each and every of them shall respectively do, observe, and perform every matter and thing by this award and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this award or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same. And the Court doth hereby further award, order, and declare that any breach of the said terms, conditions, and provisions set out in the schedule hereto shall constitute a breach of this award, and that a penalty as by law provided shall be payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect as hereinafter provided and shall continue in force until the 1st day of May, 1942, and thereafter as provided by subsection (1) (d) of section 89 of the Industrial Conciliation and Arbitration Act, 1925.

In witness whereof the seal of the Court of Arbitration hath hereto been affixed, and the Judge of the Court hath hereunto set his hand, this 5th day of August, 1941.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE.

Industry to which Award applies.

1. This award shall apply to the animal by-products industry.

Hours of Work.

2. (a) The ordinary week's work shall consist of forty-four hours, which shall be worked between the hours of 8 a.m. and 5 p.m. on five days of the week, and on Saturday between the hours of 8 a.m. and 12 noon.

(b) By mutual arrangement the commencing-hour may be altered to 7.30 a.m., provided that not more than eight hours are worked in any one day without payment of overtime.

(c) With the consent of the men concerned, five hours may be worked without an interval for a meal where such extension is necessary to complete a day's work.

(d) Where shifts are worked, each shift shall consist of eight hours, including crib-time (crib-time to be not more than thirty minutes).

Wages.

3. (a) The minimum rates of wages shall be as follows:—

				Per Week.		
				£	s.	d.
Casing-workers	..	..	..	5	2	8
				Per Hour.		
				£	s.	d.
Workers receiving offal and/or cutting up paunches at by-products and boiling-down works	..	..	..	0	2	5
Workers whilst engaged in crushing air-dried bones	..	..	..	0	2	5
All other workers	..	..	..	0	2	4
Workers receiving offal shall be paid a minimum of one hour for each day so employed.						

(b) Men engaged chipping boilers, digesters, and Iwells shall be paid at the rate of time and a half for such work.

(c) Shift-workers shall be paid 1s. 6d. per shift extra for each afternoon or night shift worked. No worker shall be considered a shift-worker unless he is employed for three or more consecutive shifts outside the hours prescribed in clause 2 hereof.

(d) No deduction shall be made from the wages of weekly workers except for time lost through the workers' own default, sickness, or accident.

Employment of Youths.

4. Youths may be employed at the following minimum rates of pay:—

				Per Week.		
				£	s.	d.
Under 16 years of age	..	..	..	1	2	6
16 to 16½	..	..	..	1	7	6
16½ to 17	..	..	..	1	12	6
17 to 17½	..	..	..	1	17	6
17½ to 18	..	..	..	2	2	6
18 to 18½	..	..	..	2	7	6
18½ to 19	..	..	..	2	15	0
19 to 20	..	..	..	3	5	0

Thereafter, the minimum wage for adult workers.

Increase in Rates of Remuneration.

5. All rates of remuneration, including time and piece wages and overtime and other special payments provided for in this award, shall be subject to the provisions of the general order dated 9th August, 1940, under the Rates of Wages Emergency Regulations 1940, increasing rates of remuneration by an amount equal to 5 per cent. thereof.

Overtime.

6. (a) Except where otherwise provided, all time worked in excess or outside of the hours mentioned in clause 2 hereof in any one day shall be considered overtime, and shall be paid for at the rate of time and a half for the first four hours and double time thereafter.

(b) When a worker is ordered back to work overtime after 6 p.m., a minimum of two hours at overtime rates shall be paid for.

(c) When workers are required to work overtime after 6 p.m. on any day, the employer shall provide a meal or pay such worker 1s. 6d. to enable him or her to purchase a meal, unless such worker has been notified on the day previous that he or she will be required to work overtime: Provided that when such notice has been given and the worker's services are not required, he or she shall still receive the meal allowance.

Holidays.

7. (a) The following shall be the recognized holidays:—

(i) New Year's Day, Good Friday, Easter Monday, Anzac Day, King's Birthday, Labour Day, Christmas Day, and Boxing Day; and

(ii) Easter Saturday and one other day to be mutually agreed upon between the union and each individual employer.

(b) When any of the above holidays, other than Anzac Day, falls on a Sunday, such holiday shall be observed on the following Monday. When Christmas Day falls on a Sunday, Boxing Day shall be observed on the Tuesday following.

(c) Payment for the holidays provided in subclause (a) (i) hereof shall be made to all hourly workers in accordance with the provisions of the Factories Act, 1921-22, as amended: Provided that no worker shall receive payment for any holiday or part of a holiday which falls outside of the ordinary working-week.

(d) All work performed on the holidays mentioned in subclause (a) (i) shall be paid for at double rates in addition to any payment to which a worker is entitled under subclause (c) hereof, and all work performed on the holidays prescribed in subclause (a) (ii) hereof shall be paid for at double time only.

(e) All work performed on Sundays shall be paid for at double rates.

Payment of Wages.

8. Wages shall be paid weekly and in cash not later than Thursday, and in the employer's time. Two days' lie-time shall be allowed.

General Conditions.

9. (a) An interval of ten minutes' duration for smoking shall be allowed morning and afternoon without deduction from the men's wages.

(b) Proper provision shall be made for dining and dressing accommodation, and facilities for drying employees' clothes shall be provided.

(c) Workers shall be supplied, where necessary, with aprons, leggings, clogs, or gum boots.

(d) Suitable washing accommodation shall be provided. Both hot and cold water shall be laid 'on.

(e) Sufficient drinking-water of good quality shall be provided.

(f) Lavatory accommodation shall be provided and kept clean.

(g) A suitable covered bicycle-stand shall be provided by the employer.

(h) Respirators shall be supplied, where necessary, to men working amongst or handling bonedust or bone-flour.

(i) Double rates shall be paid to men employed skinning or cutting up animals which have died or been killed four hours prior to reaching the works, and such animals, if they arrive at the works before 4 p.m., shall be skinned and cut up on the

same day. Double rates shall also be paid where men are required to deal with horses that have been destroyed if the carcasses are not dealt with on the same day upon which they are received at the works.

(j) Wherever possible, offal arriving at the works before 5 p.m. shall be disposed of on the same day.

(k) An approved first-aid outfit shall be available at each works.

(l) In all cases where men are called out and there is no work, or less than two hours' work, available, they shall receive a minimum of two hours' pay at the rate specified.

Disputes Committee.

10. Anything not provided for in this award, or any dispute that may arise over anything that is provided for in this award, shall be mutually arranged between two representatives of the union and the works-manager. In the event of their being unable to agree, the matter shall be referred to the Conciliation Commissioner for settlement. Either side, if dissatisfied with the decision of the Conciliation Commissioner, shall have the right of appeal to the Court.

Workers to be Members of Union.

11. (a) It shall not be lawful for any employer bound by this award to employ or to continue to employ in any position or employment subject to this award any adult person who is not for the time being a member of an industrial union of workers bound by this award or who is not for the time being a member of a trade-union which was registered as such before the 1st day of May, 1936, and which is bound by this award: Provided, however, that any non-unionist may be continued in any position or employment by an employer bound by this award during any time while there is no member of a union bound by this award who is available to perform the particular work required to be done and is ready and willing to undertake it.

(b) For the purposes of subclause (a) of this clause a person of the age of eighteen years or upwards, and every other person who for the time being is in receipt of not less than the minimum rate of wages prescribed by this award for workers of the age of twenty-one years and upwards, shall be deemed to be an adult.

(NOTE.—Attention is drawn to subsection (4) of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, which gives to workers the right to join the union.)

Under-rate Workers.

12. (a) Any worker who considers himself incapable of earning the minimum wage fixed by this award may be paid such lower wage as may from time to time be fixed, on the application of the worker after due notice to the union, by the local Inspector of Awards or such other person as the Court may from time to time appoint for that purpose; and such Inspector or other person in so fixing such wage shall have regard to the worker's capability, his past earnings, and such other circumstances as such Inspector or other person shall think fit to consider after hearing such evidence and argument as the union and such worker shall offer.

(b) Such permit shall be for such period, not exceeding six months, as such Inspector or other person shall determine, and after the expiration of such period shall continue in force until fourteen days' notice shall have been given to such worker by the secretary of the union requiring him to have his wage again fixed in manner prescribed by this clause: Provided that in the case of any person whose wage is so fixed by reason of old age or permanent disability it may be fixed for such longer period as such Inspector or other person shall think fit.

(c) Notwithstanding the foregoing, it shall be competent for a worker to agree in writing with the president or secretary of the union upon such wage without having the same so fixed.

(d) It shall be the duty of the union to give notice to the Inspector of Awards of every agreement made with a worker pursuant hereto.

(e) It shall be the duty of an employer, before employing a worker at such lower wage, to examine the permit or agreement by which such wage is fixed.

Right of Entry upon Premises.

13. The secretary or other authorized officer of the union of workers shall, with the consent of the employer (which consent shall not be unreasonably withheld), be entitled to enter at all reasonable times upon the premises or works and there interview any workers, but not so as to interfere unreasonably with the employer's business.

Extension of Hours under Factories Act.

14. Pursuant to the provisions of section 3 of the Factories Amendment Act, 1936, the limits of hours fixed by subsection (1) of that section are hereby extended upon the terms of this award in respect of every occupier of a factory bound or to be bound by such award.

Application of Award.

15. This award shall apply to the original parties named herein, and shall extend to and bind as subsequent party hereto every trade-union, industrial union, industrial association, or employer who, not being an original party hereto, is, when this award comes into force or at any time whilst this award is in force, connected with or engaged in the industry to which this award applies within the industrial districts to which this award relates.

Scope of Award.

16. This award shall operate throughout the Canterbury and Otago and Southland Industrial Districts.

Term of Award.

17. This award, in so far as it relates to wages, shall be deemed to have come into force on the 1st day of May, 1941, and so far as all the other conditions of this award are concerned it shall come into force on the day of the date hereof; and this award shall continue in force until the 1st day of May, 1942.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the Court hath hereto set his hand, this 5th day of August, 1941.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM.

The only matter referred to the Court related to annual holidays. In other respects the award embodies the terms of settlement arrived at by the assessors in Conciliation Council. Wages have been made payable retrospectively in accordance with the agreement of the parties.

A. TYNDALL, Judge.

**OTAGO AND SOUTHLAND DENTAL TECHNICIANS AND
FEMALE DENTAL ASSISTANTS.—AWARD.**

In the Court of Arbitration of New Zealand, Otago and Southland Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments; and in the matter of an industrial dispute between the Otago and Southland Dental Assistants and Technicians' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons and firms (hereinafter called "the employers") :—

Anderson, F., Balclutha.
Brown, J. A., Main Street, Gore.
Cooper, J. T., Moray Place, Dunedin.
Domigan, R. H., Thames Street, Oamaru.
Edgar, A. E., Cargills Corner, Dunedin.
Fleming, J. S., Princes Street, Dunedin.
Frosts Ltd., Invercargill.
Hannah, Ryan, and Martin, Thames Street, Oamaru.
Smith and Wilson, Invercargill.
Tait, Dr. C. H., High Street, Dunedin.
Yuile, Dr., Invercargill.

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the above-mentioned dispute, and having heard the union by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, doth hereby order and award :—

That, as between the union and the members thereof and the employers and each and every of them, the terms, conditions, and provisions set out in the schedule hereto and of this award shall be binding upon the union and upon every member thereof and upon the employers and upon each and every of them, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this award; and, further, that the union and every member thereof and the employers and each and every of them shall respectively do, observe, and perform every matter and thing by this award and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this award or of the said

terms, conditions, and provisions, but shall in all respects abide by and perform the same. And the Court doth hereby further award, order, and declare that any breach of the said terms, conditions, and provisions set out in the schedule hereto shall constitute a breach of this award, and that a penalty as by law provided shall be payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect as from the day of the date hereof and shall continue in force until the 13th day of August, 1943, and thereafter as provided by subsection (1) (d) of section 89 of the Industrial Conciliation and Arbitration Act, 1925.

In witness whereof the seal of the Court of Arbitration hath hereto been affixed, and the Judge of the Court hath hereunto set his hand, this 13th day of August, 1941.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE.

PART I.

1. The industry to which this part of the award shall apply is that of mechanical dentistry.

Hours of Work.

2. The ordinary hours of work shall be forty per week, to be worked on five and a half days as follows: From 9 a.m. to 5 p.m. on one day; from 9 a.m. to 5.30 p.m. on four days; and from 9 a.m. to 12 noon on the day of the statutory weekly half-holiday; except that for workers working forty hours on five days of the week the ordinary hours of work shall be from 8.30 a.m. to 5.30 p.m., Monday to Friday inclusive. One hour shall be allowed for dinner.

Wages.

3. The following shall be the minimum rates of wages:—

	Per Week.		
	£	s.	d.
(a) Adult male technicians	6	5	0
(b) Adult male technicians employed exclusively on vulcanite-work and simple metalwork	5	5	0
(c) For the purposes of this award simple metalwork shall include shaping wire clasps and the cast- ing of metal inlays.			

Female Workers.

4. The wages paid to female workers shall be three-fifths of those prescribed for male workers.

Casual Workers.

5. Workers employed for less than one week or as permanent part-time employees shall be deemed to be casual workers, and shall be paid 25 per cent. additional to the rates prescribed in clause 3 hereof, and shall receive a minimum of three hours employment per day.

PART II.

6. This part of the award shall apply to all female workers employed as dental nurses or dental assistants (except mechanics and technicians) by any employer bound by this award.

Hours of Work.

7. The hours of work shall be forty-three per week, not more than eight hours to be worked between the hours of 8.30 a.m. and 6 p.m. on five days of the week, and not more than three and a half hours between 8.30 a.m. and 12 noon on the day of the statutory half-holiday; one hour to be allowed for dinner.

Wages.

8. (a) The following shall be the minimum rates of wages:—

			Per Week.		
			£	s.	d.
First six months	..	..	1	0	0
Second six months	..	..	1	5	0
Third six months	..	..	1	10	0
Fourth six months	..	..	1	15	0
Fifth six months	..	..	2	0	0
Sixth six months	..	..	2	5	0
And thereafter	..	..	2	10	0

Provided that where two or more assistants are employed, those other than the senior may, notwithstanding they may have completed three years' service, be continued in their employment at such lower rate as is mutually agreed upon, being not less in any case than £2 5s. per week. Particulars of any agreement so made shall be given to the Inspector of Awards.

(b) Where an assistant is required to keep the books of account and/or is employed up to one and a half hours per day in the workroom, she shall be paid an additional sum of 5s. per week.

(c) No assistant shall be employed who is under sixteen years of age.

(d) An employee shall be considered a senior assistant after having completed three years' service.

(e) No assistant shall be required to do any major charing or laundry work in connection with any employment subject to this award.

Casual Assistants.

9. Assistants employed for less than one week or on any permanent part-time shall be deemed to be casuals, and shall be paid 25 per cent. additional to the rates prescribed in clause 3 hereof.

Uniforms.

10. The uniforms of assistants shall be laundered at the employer's expense.

PART III.

Female Apprentices.

11. Females may be apprenticed to learn the trade of mechanical dentistry, subject to the same conditions as prescribed by the Court of Arbitration in respect of male apprentices in the trade and contained in an order dated the 20th day of July, 1939 (recorded in Book of Awards, Vol. XXXIX, p. 932), covering the Otago and Southland Industrial District, with the following modifications:—

(a) *Minimum Age.*—Clause 4 of the order shall be substituted by—

“ The minimum age at which a person may commence to serve as an apprentice shall be sixteen years, or on completion of two years' secondary education, whichever is the earlier. Where the enforcement thereof would inflict genuine hardship on the proposed apprentice or her family, these conditions may be waived with the consent in writing of the Apprenticeship Committee operative in the locality in respect of male apprentices: Provided that it shall be the duty of the Committee to give notice to the Inspector of Awards of the granting of such consent.”

(b) *Proportion*.—Clause 6 of the order shall be substituted by—

“(i) The proportion of female apprentices to adult technicians, both male and female, employed by any employer shall be such that the combined number of males and female apprentices shall not be more than one to three or fraction of three adult technicians of all classes and of both sexes.

“(ii) For the purpose of the clause the employer shall count as an adult technician. This applies equally whether the employer is a technician or a qualified dentist.

“(iii) Notwithstanding the provision contained in subclause (i) hereof, an employer, after the apprentice has served two and a half years, may, with the consent in writing of the Apprenticeship Committee, take on a further apprentice: Provided that it shall be the duty of the Apprenticeship Committee to give notice to the Inspector of Awards of the granting of such consent.”

(c) *Wages*.—Clause 10 of the order shall be substituted by—

“The minimum rate of wages payable to female apprentices shall be:—

		Per Week.		
		£	s.	d.
“ First six months	0 15	0
“ Second six months	0 19	0
“ Third six months	1 3	0
“ Fourth six months	1 7	0
“ Fifth six months	1 11	0
“ Sixth six months	1 15	0
“ Seventh six months	2 0	0
“ Eighth six months	2 4	0
“ Ninth six months	2 8	0
“ Tenth six months	2 12	0”

(d) *Deletions*.—The following clauses in the order shall not apply to female apprentices: Clauses 3, 8, 9, and 20.

(e) *Powers of Committees*.—Clause 25 in the order shall be modified in accordance with the requirements of the clause.

PART IV.

12. This Part of the award applies to all workers covered by Parts I, II, and III.

Increase in Rates of Remuneration.

13. All rates of remuneration, including time and piece wages and overtime and other special payments provided for in this award, shall be subject to the general order dated 9th August, 1940, under the Rates of Wages Emergency Regulations 1940, increasing rates of remuneration by an amount equal to 5 per cent. thereof.

No Reduction of Wages.

14. No employee who on the coming into operation of this award is in receipt of a higher wage than that provided herein shall have his or her wages reduced.

Overtime.

15. (a) For all time worked on any day outside of and in excess of the hours prescribed in clauses 2 and 7 hereof the following rates shall apply: Time and half for the first three hours, and thereafter double time.

(b) Workers employed for less than half an hour shall receive half an hour's pay.

(c) Workers employed for less than an hour and more than half an hour shall receive one hour's pay.

(d) An employee required to work beyond 6 p.m. shall be paid 1s. 6d. meal-money. No employee shall be required to work more than four hours and a half without an interval for a meal.

Holidays.

16. (a) The following shall be observed as holidays: New Year's Day and the day following, Good Friday, Easter Saturday, Easter Monday, Anniversary Day, Labour Day, Christmas Day, Boxing Day, Anzac Day, and the birthday of the reigning Sovereign. Any such holidays falling on an ordinary working-day shall be allowed without deduction of pay.

(b) Should any of the above holidays, except Anzac Day, fall on a Sunday, then for the purpose of this award such holidays shall be observed on the following Monday. Should the said Monday be a holiday under this award, then such holiday shall be observed on the following Tuesday.

(c) Any work done on a Sunday or on any of the holidays above mentioned or on holidays observed in lieu thereof shall be paid for at double time rates. The said payment shall be in addition to the ordinary weekly wage.

(d) An annual holiday of a fortnight on full pay shall be granted to each worker under this award on completion of each year of service. Such annual holiday shall be exclusive of holidays provided for in subclause (a) of this clause.

(e) A worker not completing a year of service shall be granted pay in lieu of holidays in the same proportion according to the length of his or her service.

(f) All workers shall receive at least one month's notice before leave has to be taken.

(g) In any locality where any of the above holidays are not generally observed, another holiday shall be substituted by mutual arrangement between the employers and the union.

Payment of Wages.

17. (a) All wages, including overtime, shall be paid weekly before the ordinary time of ceasing work on any day of the week not later than Friday.

(b) No deduction shall be made from the weekly wage save for time lost through the workers' sickness or default or through accident not arising out of or in the course of the employment.

Term of Engagement.

18. The engagement shall be weekly, and one week's notice shall be allowed and given on either side.

Right of Entry upon Premises.

19. The secretary or other authorized officer of the union of workers shall, with the consent of the employer (which consent shall not be unreasonably withheld), be entitled to enter at all reasonable times upon the premises or works and there interview any workers, but not so as to interfere unreasonably with the employer's business.

Disputes.

20. Any dispute in connection with any matter not provided for in this award shall be settled between the particular employer concerned and the secretary or president of the union, and in default of any agreement being arrived at, then such dispute shall be referred to the Inspector of Awards, who may either decide the same or refer the matter to the Court. Either party, if dissatisfied with the decision of the Inspector, may appeal to the Court upon giving written notice to the other party within fourteen days after such decision shall have been communicated to the party desiring to appeal.

Workers to be Members of Union.

21. (a) It shall not be lawful for any employer bound by this award to employ or to continue to employ in any position or employment subject to this award any adult person who is not for the time being a member of an industrial union of workers bound by this award or who is not for the time being a member of a trade-union which was registered as such before the 1st day of May, 1936, and which is bound by this award: Provided, however, that any non-unionist may be continued in any position or employment by an employer bound by this award during any time while there is no member of a union bound by this award who is available to perform the particular work required to be done and is ready and willing to undertake it.

(b) For the purposes of subclause (a) of this clause a person of the age of eighteen years or upwards, and every other person who for the time being is in receipt of not less than the minimum rate of wages prescribed by this award for workers of the age of twenty-one years and upwards, shall be deemed to be an adult.

(NOTE.—Attention is drawn to subsection (4) of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, which gives to workers the right to join the union.)

Under-rate Workers.

22. (a) Any worker who considers himself incapable of earning the minimum wage fixed by this award may be paid such lower wage as may from time to time be fixed, on the application of the worker after due notice to the union, by the local Inspector of Awards or such other person as the Court may from time to time appoint for that purpose; and such Inspector or other person in so fixing such wage shall have regard to the worker's capability, his past earnings, and such other circumstances as such Inspector or other person shall think fit to consider after hearing such evidence and argument as the union and such worker shall offer.

(b) Such permit shall be for such period, not exceeding six months, as such Inspector or other person shall determine, and after the expiration of such period shall continue in force until fourteen days' notice shall have been given to such worker by the secretary of the union requiring him to have

his wage again fixed in manner prescribed by this clause: Provided that in the case of any person whose wage is so fixed by reason of old age or permanent disability it may be fixed for such longer period as such Inspector or other person shall think fit.

(c) Notwithstanding the foregoing, it shall be competent for a worker to agree in writing with the president or secretary of the union upon such wage without having the same so fixed.

(d) It shall be the duty of the union to give notice to the Inspector of Awards of every agreement made with a worker pursuant hereto.

(e) It shall be the duty of an employer, before employing a worker at such lower wage, to examine the permit or agreement by which such wage is fixed.

Application of Award.

23. This award shall apply to the original parties named herein, and shall extend to and bind as subsequent party hereto every trade-union, industrial union, industrial association, or employer who, not being an original party hereto, is, when this award comes into force or at any time whilst this award is in force, connected with or engaged in the industry to which this award applies within the industrial district to which this award relates.

Scope of Award.

24. This award shall operate throughout the Otago and Southland Industrial District.

Term of Award.

25. This award shall come into force on the day of the date hereof, and shall continue in force until the 13th day of August, 1943.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the Court hath hereunto set his hand, this 13th day of August, 1941.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM.

This award embodies the terms of settlement arrived at by the assessors in Conciliation Council.

A. TYNDALL, Judge.

NORTH CANTERBURY HOSPITAL BOARD **CLERICAL
EMPLOYEES.—AWARD.**

In the Court of Arbitration of New Zealand, Canterbury Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments; and in the matter of an industrial dispute between the Canterbury Clerks, Cashiers, and Office Employees' Industrial Union of Workers (hereinafter called "the union") and the undermentioned Board (hereinafter called "the employers") :—

North Canterbury Hospital Board, Christchurch.

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the above-mentioned dispute, and having heard the union by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, doth hereby order and award :—

That, as between the union and the members thereof and the employers and each and every of them, the terms, conditions, and provisions set out in the schedule hereto and of this award shall be binding upon the union and upon every member thereof and upon the employers and upon each and every of them, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this award; and, further, that the union and every member thereof and the employers and each and every of them shall respectively do, observe, and perform every matter and thing by this award and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this award or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same. And the Court doth hereby further award, order, and declare that any breach of the said terms, conditions, and provisions set out in the schedule hereto

shall constitute a breach of this award, and that a penalty as by law provided shall be payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect as hereinafter provided and shall continue in force until the 28th day of July, 1942, and thereafter as provided by subsection (1) (d) of section 89 of the Industrial Conciliation and Arbitration Act, 1925.

In witness whereof the seal of the Court of Arbitration hath hereto been affixed, and the Judge of the Court hath hereunto set his hand, this 8th day of August, 1941.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE.

Application of Award.

1. This award shall apply to clerical workers employed in all the establishments of the North Canterbury Hospital Board engaged wholly or substantially in writing, typing, or any other form of clerical work, and shall include cashiers, telephonists, collectors, inspectors, hospital admitting clerks, machine operators, and any other worker or workers deemed by the Board and the union to come within the scope of this award.

Hours of Work.

2. (a) The ordinary hours of work shall not exceed forty in any one period of six days, Monday to noon on Saturday.

(b) The provisions in subclause (a) hereof shall not apply to telephonists in the hospital inquiry exchange, such workers to continue shift-hours as at present, provided such hours do not exceed thirty-eight in any one week.

(c) Where prior to the date of this award different weekly hours have been observed, such hours may be continued.

(d) For the three weeks following the annual balance time the weekly period of hours may be extended to forty-four without the payment of overtime, such additional hours to be added to the regular hours and shall not be worked on Saturday afternoons or Sundays. Equivalent time off to be allowed during the year for such extra hours worked.

(e) An interval not exceeding ten minutes shall be allowed for morning tea.

Wages.

3. (a) The minimum weekly rates of wages shall be as follows:—

MALES.

Age commencing Employment.	First Year.		Second Year.		Third Year.		Fourth Year.	
	First Half.	Second Half.	First Half.	Second Half.	First Half.	Second Half.	First Half.	Second Half.
Under 16	17/6	22/6	27/6	32/6	37/6	42/6	47/6	55/-
16 to 17	22/6	27/6	32/6	37/6	42/6	47/6	55/-	62/6
17 to 18	27/6	32/6	37/6	42/6	47/6	55/-	62/6	70/-
18 to 19	35/-	40/-	45/-	52/6	60/-	67/6	78/-	
19 to 20	42/6	50/-	60/-	70/-	78/-		82/-	
20 to 21	57/6	67/6	78/-		82/-		87/-	
Thereafter	110/-		110/-		110/-		110/-	

Age commencing Employment.	Fifth Year.		Sixth Year.	Seventh Year.	Eighth Year.	Ninth Year.	Thereafter.
	First Half.	Second Half.					
Under 16	62/6	70/-	78/-	87/-	96/-	105/-	110/-
16 to 17	70/-	78/-	87/-	96/-	105/-	110/-	110/-
17 to 18	78/-		87/-	96/-	105/-	110/-	110/-
18 to 19	87/-		91/6	96/-	105/-	110/-	110/-
19 to 20	87/-		91/6	96/-	105/-	110/-	110/-
20 to 21	91/6		96/-	105/-	110/-	110/-	110/-
Thereafter	110/-		110/-	110/-	110/-	110/-	110/-

Provided that a worker of the age of twenty-one years or upwards shall receive not less than the basic wage for the time being prevailing.

FEMALES.

Age commencing Employment.	First Year.		Second Year.		Third Year.	
	First Half.	Second Half.	First Half.	Second Half.	First Half.	Second Half.
Under 17	17/6	21/6	25/6	29/6	33/6	37/6
17 to 18	20/6	24/6	28/6	32/6	36/6	42/6
18 to 19	23/6	27/6	31/6	35/6	39/6	42/6
19 to 20	26/6	30/6	34/6	38/6	42/6	45/6
20 to 21	29/6	33/6	38/6	42/6	45/6	48/6
Thereafter	65/-	65/-	65/-	65/-	65/-	65/-

FEMALES—continued.

Age commencing Employment.					Fourth Year.	Fifth Year.	Sixth Year.	Seventh Year.	Thereafter.
Under 17	..	..	..	..	42/6	47/6	52/6	57/6	65/-
17 to 18	..	..	..	..	47/6	52/6	57/6	65/-	65/-
18 to 19	..	..	..	..	47/6.	52/6	57/6	65/-	65/-
19 to 20	..	..	..	..	48/6	53/6	57/6	65/-	65/-
20 to 21	..	..	..	..	52/6	57/6	65/-	65/-	65/-
Thereafter	..	..	..	..	65/-	65/-	65/-	65/-	65/-

Provided that a worker of the age of twenty-one years and upwards shall be paid not less than the basic wage for the time being prevailing.

(b) A worker who acts as a cashier for over 50 per cent. of his or her time shall be paid 5s. per week in addition to the rate to which such worker is entitled to under sub-clause (a) of this clause.

(c) The minimum wage payable shall be determined by taking into account the age at commencing employment and the length of service.

"Age at commencing employment" means the age at which a worker is or was first employed at clerical work or at any work covered by this award.

"Length of service" means the total period of actual employment at such work as nearly as can be ascertained. Any period of employment at other than clerical work or work covered by this award and any period of unemployment shall be excluded from the computation.

Increase in Rates of Remuneration.

4. All rates of remuneration, including time and piece wages and overtime and other special payments provided for in this award, shall be subject to the provisions of the general order dated 9th August, 1940, under the Rates of Wages Emergency Regulations 1940, increasing rates of remuneration by an amount equal to 5 per cent. thereof.

Payment of Wages.

5. (a) Except by mutual agreement, wages shall be paid at not longer than fortnightly intervals.

(b) The Board may make a rateable deduction from the wages of any worker for time lost through sickness, accident, default, or voluntary absence with the consent of the employer; but this shall not be taken to nullify the existing custom of the Board regarding sick-leave unless the circumstances of any particular case justify some departure from this custom.

Overtime.

6. (a) When overtime is required to be worked at the request of the secretary, reasonable notice shall be given to the employee, and wherever possible the period of notice of overtime shall not be less than five hours.

(b) All time worked in excess of the hours specified in clause 2 (a) and (c) shall be paid at the rate of time and one half, with a minimum of 1s. 6d. per hour.

(c) Except as provided in clause 2. (b) hereof, all time worked on Sundays or on Saturday afternoons shall be paid for at double rates, with a minimum of two hours on Sundays.

Exemptions.

7. Nothing in this award shall apply to any workers in receipt of £350 or more per annum.

Holidays and Annual Leave.

8. (a) The following days shall be observed as holidays and shall not count as part of the annual leave: New Year's Day and the day following, Good Friday, Easter Monday, Anzac Day, Sovereign's Birthday, Labour Day, Show Day, Christmas Day, Boxing Day.

(b) Except as provided in clause 2 (b), all time worked on holidays shall be paid for at double rates, with a minimum of two hours.

(c) This clause shall not apply to the Board's employees retained for essential work on the days specified. Equivalent time off to be allowed during the year for such extra hours worked.

(d) When any holiday, other than Anzac Day, falls on a Sunday, the following day shall be observed.

(e) Employees, after twelve months' continuous service, shall be entitled to an annual leave of two consecutive weeks on full pay, and after seven years' service, three consecutive weeks on full pay.

(f) Telephonists employed in the telephone inquiry office shall be entitled to three consecutive weeks' annual leave on full pay after twelve months' continuous service.

(g) Except as otherwise agreed, at least fourteen days' notice of commencement of annual leave shall be given to the workers, and they shall be paid for the annual holiday on or before its commencement.

(h) If, after twelve months' service, employment is terminated during any twelve months through any cause except that of default on the part of the worker, an annual leave allowance computed on a *pro rata* basis shall be given to such worker.

Meal Allowance.

9. Any worker called upon to work overtime after 6 p.m. on any day of the week shall be paid 1s. 6d. meal allowance.

Temporary Workers.

10. (a) Any worker employed for less than two full weeks shall be termed a temporary worker.

(b) Every temporary worker shall be paid 20 per cent. in addition to the rate prescribed in clause 3 hereof, or at an hourly rate equivalent thereto, with a minimum payment of 1s. 6d. per hour.

No Reduction in Wages.

11. No worker coming within the scope of this award shall have his wages or salary reduced by reason of the operation of this award.

Terms of Employment.

12. For workers other than casuals the employment shall be deemed to be a monthly one, and a month's notice shall be given by either side; but this shall not prevent the Board from summarily dismissing any worker for wilful misconduct or other just cause.

Wages and Time Book.

13. The Board shall keep in prescribed form a wages and time book to show the hours of work per day of each worker, and to show morning hours, afternoon hours, and overtime hours.

Right of Entry.

14. (a) The secretary or other authorized representative of the union shall, with the consent of the employer (such consent not to be unreasonably withheld), be entitled to enter at the office or works at all reasonable times to interview any worker, but not so as to interfere unreasonably with the employer's business.

(b) Employers shall upon written request by the secretary of the union supply him with a list of workers in their employ covered by this award.

Conditions as to Offices.

15. (a) The Board shall permit workers to have lunch during the lunch interval on the premises.

(b) Reasonable dining-accommodation shall be provided, if required; also a cloak-room or enclosure in which reasonable privacy is secured for dressing. There shall also be provided, where practicable, a room with suitable couch accommodation for rest in cases of temporary indisposition, but where it is impracticable to set a room apart for that purpose it shall be sufficient if a couch or couches are provided in a portion of the cloak-room screened off from the place where clothing is hung.

(c) Adequate lighting and heating shall be provided in all offices.

Part-time Workers.

16. Workers regularly employed, but whose services do not necessitate their employment for the full number of hours specified in clause 2 hereof, shall be deemed to be part-time officers, and their conditions of employment shall be as agreed upon between the Board and the union.

Matters not provided for.

17. Any dispute in connection with any matter not provided for in this award shall be settled between the Board and the secretary or president of the union, and in default of any agreement being arrived at, then such dispute shall be referred to the local Conciliation Commissioner, who may either decide the same or refer the matter to the Court. Either party, if dissatisfied with the decision of the Commissioner, may appeal to the Court upon giving written notice of such appeal to the other party within fourteen days after such decision shall have been communicated to the party desiring to appeal.

References.

18. (a) Original references shall be the property of the worker or applicant, and shall, on request, be returned within forty-eight hours after engagement or rejection of application.

(b) Each worker on leaving or being discharged from his or her employment shall, on request, be furnished within twenty-four hours thereafter with a statement in writing setting out the position held and the length of service.

Workers to be Members of Union.

19. (a) It shall not be lawful for any employer bound by this award to employ or to continue to employ in any position or employment subject to this award any adult person who is not for the time being a member of an industrial union of workers bound by this award or who is not for the time being a member of a trade-union which was registered as such before the 1st day of May, 1936, and which is bound by this award: Provided, however, that any non-unionist may be continued in any position or employment by an employer bound by this award during any time while there is no member of a union bound by this award who is available to perform the particular work required to be done and is ready and willing to undertake it.

(b) For the purposes of subclause (a) of this clause a person of the age of eighteen years or upwards, and every other person who for the time being is in receipt of not less than the minimum rate of wages prescribed by this award for workers of the age of twenty-one years and upwards, shall be deemed to be an adult.

(NOTE.—Attention is drawn to subsection (4) of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, which gives to workers the right to join the union.)

Under-rate Workers.

20. (a) Any worker who considers himself incapable of earning the minimum wage fixed by this award may be paid such lower wage as may from time to time be fixed, on the application of the worker after due notice to the union, by the local Inspector of Awards or such other person as the Court may from time to time appoint for that purpose; and such Inspector or other person in so fixing such wage shall have regard to the worker's capability, his past earnings, and such other circumstances as such Inspector or other person shall think fit to consider after hearing such evidence and argument as the union and such worker shall offer.

(b) Such permit shall be for such period, not exceeding six months, as such Inspector or other person shall determine, and after the expiration of such period shall continue in force until fourteen days' notice shall have been given to such worker by the secretary of the union requiring him to have his wage again fixed in manner prescribed by this clause: Provided that in the case of any person whose wage is so fixed by reason of old age or permanent disability it may be fixed for such longer period as such Inspector or other person shall think fit.

(c) Notwithstanding the foregoing, it shall be competent for a worker to agree in writing with the president or secretary of the union upon such wage without having the same so fixed.

(d) It shall be the duty of the union to give notice to the Inspector of Awards of every agreement made with a worker pursuant hereto.

(e) It shall be the duty of an employer, before employing a worker at such lower wage, to examine the permit or agreement by which such wage is fixed.

Scope of Award.

21. This award shall apply to the parties named herein.

Term of Award.

22. This award, in so far as it relates to wages, shall be deemed to have come into force on the 28th day of July, 1941, and so far as all the other conditions of this award are concerned it shall come into force on the day of the date hereof; and this award shall continue in force until the 28th day of July, 1942.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the Court hath hereunto set his hand, this 8th day of August, 1941.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM.

The award embodies the terms of settlement arrived at by the assessors in Conciliation Council. Wages have been made payable retrospectively in accordance with the agreement of the parties.

A. TYNDALL, Judge.

HAWKE'S BAY FRUIT-PACKERS, FRUIT-GRADERS, AND FRUIT COOL-STORE WORKERS.—AWARD.

In the Court of Arbitration of New Zealand, Wellington Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments; and in the matter of an Industrial Dispute between the

New Zealand Federated Storemen and Packers (other than in Retail Shops) and Warehouse Employees' (other than Drivers and Clerks) Industrial Association of Workers; and

The Hawke's Bay Wholesale Storemen and Packers and Warehouse Employees' (other than Drivers and Clerks) Industrial Union of Workers

(hereinafter called "the union"), and the undermentioned companies (hereinafter called "the employers") :—

Thompson and Hills, Ltd., Hastings Street, Hastings.
 McCutcheon and Co., Ltd., Caroline Street, Hastings.
 Produce Distributors, Ltd., Karamu Road, Hastings.
 Slater, C. H., and Co., Ltd., St. Aubyn Street, Hastings.

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the above-mentioned dispute, and having heard the union by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, doth hereby order and award :—

That, as between the union and the members thereof and the employers and each and every of them, the terms, conditions, and provisions set out in the schedule hereto and of this award shall be binding upon the union and upon every member thereof and upon the employers and upon each and every of them, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this award; and, further, that the union and every member thereof and the employers and each and every of them shall respectively do, observe, and perform every matter and thing by this award and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this award or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same. And the Court doth hereby further award, order, and declare that any breach of the said terms, conditions, and provisions set out in the schedule hereto shall constitute a breach of this award, and that a penalty as by law provided shall be payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect as from the

18th day of August, 1941, and shall continue in force until the 11th day of August, 1942, and thereafter as provided by subsection (1) (d) of section 89 of the Industrial Conciliation and Arbitration Act, 1925.

In witness whereof the seal of the Court of Arbitration hath hereto been affixed, and the Judge of the Court hath hereunto set his hand, this 13th day of August, 1941.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE.

Industry to which Award applicable.

1. This award shall apply to fruit packing, grading, cooling, and storing as carried on by the original parties hereto.

Hours of Work.

2. An ordinary week's work shall consist of not more than forty-four hours, to be worked between 8 a.m. and 5 p.m. from Monday to Friday, both days inclusive, and between 8 a.m. and noon on Saturday. One hour shall be allowed for meals from Monday to Friday, both days inclusive. No worker shall be required to work longer than five hours without an interval of at least three-quarters of an hour for a meal.

Wages.

3. (a) The following shall be the minimum rates of wages for adult workers:—

				Per Hour.	
				s.	d.
Foremen	..	..	..	2	7
Certificated packers	..	..	..	2	6
Cool-store men	..	..	..	2	6
Assistant graders	..	..	..	2	6
General workers	..	..	..	2	4

(b) Case and box makers may be employed on piecework at the following rates:—

				Per Hundred.	
				s.	d.
Local bushels with cleats, twenty-four nails				6	6
Export bushels	..	..	..	7	0
Bushels without cleats, twenty-four nails				6	0
Export pear-cases	..	..	..	7	0

				Per Hundred.	
				s.	d.
Local pear-cases without cleats, twenty-four					
nails	..	..	..	6	0
Half-bushels, two pieces, twenty-two nails				5	6
Half-bushels, one piece and sides, sixteen					
nails	..	..	..	5	0
Quarter cases	..	..	..	5	0

(c) The present custom as to stacking shall continue.

Youths.

4. (a) Youths may be employed at not less than the following rates:—

				Per Week.		
				£	s.	d.
Under 16 years of age	..	..	..	1	0	0
16 to 16½ years of age	..	..	..	1	5	0
16½ to 17 years of age	..	..	..	1	10	0
17 to 17½ years of age	..	..	..	1	15	0
17½ to 18 years of age	..	..	..	2	0	0
18 to 19 years of age	..	..	..	2	7	6
19 to 20 years of age	..	..	..	2	17	6
20 to 21 years of age	..	..	..	3	10	0
Thereafter adult rates.						

(b) The proportion of youths shall be not more than one to every three adult workers or fraction of three.

Increase in Rates of Remuneration.

5. All rates of remuneration, including time and piece wages and overtime and other special payments provided for in this award, shall be subject to the provisions of the general order dated 9th August, 1940, under the Rates of Wages Emergency Regulations 1940, increasing rates of remuneration by an amount equal to 5 per cent. thereof.

Payment of Wages.

6. Wages shall be paid weekly, in cash, in ordinary working-hours.

Overtime.

7. All time worked outside of or in excess of the hours prescribed in clause 2 hereof shall be paid for at the rate of time and a half for the first four hours and thereafter at the rate of double time.

Holidays.

8. (a) The following shall be the recognized holidays: New Year's Day, Good Friday, Easter Monday, Sovereign's Birthday, Labour Day, Christmas Day, Boxing Day, Anzac Day, and Show Day.

(b) All work performed on holidays mentioned in subclause (a) of this clause or on Sunday shall be paid for at ordinary rates in addition to the ordinary rates prescribed for the respective classes of workers defined in clauses 3 and 4 of this award.

(c) All holidays mentioned in subclause (a) of this clause shall be paid for as an ordinary working-day of eight hours.

(d) Should any of the above holidays, except Anzac Day, fall on a Sunday, then for the purposes of this award such holiday shall be observed on the following Monday. In the event of Christmas Day being observed on a Monday in pursuance of the foregoing, Boxing Day shall be observed on the Tuesday.

(e) All workers, on completion of twelve months' continuous service, shall be granted an annual holiday of fourteen days on full pay. A worker who has completed three months' service shall be granted pay in lieu of the annual holiday in proportion to his length of service.

"Smoke-oh."

9. The general custom now prevailing with regard to "smoke-oh" shall be observed.

Right of Entry upon Premises.

10. The secretary or other authorized officer of the union of workers shall, with the consent of the employer (which consent shall not be unreasonably withheld), be entitled to enter at all reasonable times upon the premises or works and there interview any workers, but not so as to interfere unreasonably with the employer's business.

First-aid Outfit.

11. A first-aid outfit shall be kept in a place easily accessible to the workers.

Accommodation.

12. The employer shall provide suitable dining and lavatory accommodation, together with facilities for changing of clothes.

Workers to be Members of Union.

13. (a) It shall not be lawful for any employer bound by this award to employ or to continue to employ in any position or employment subject to this award any adult person who is not for the time being a member of an industrial union of workers bound by this award or who is not for the time being a member of a trade-union which was registered as such before the 1st day of May, 1936, and which is bound by this award: Provided, however, that any non-unionist may be continued in any position or employment by an employer bound by this award during any time while there is no member of a union bound by this award who is available to perform the particular work required to be done and is ready and willing to undertake it.

(b) For the purposes of subclause (a) of this clause a person of the age of eighteen years or upwards, and every other person who for the time being is in receipt of not less than the minimum rate of wages prescribed by this award for workers of the age of twenty-one years and upwards, shall be deemed to be an adult.

(NOTE.—Attention is drawn to subsection (4) of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, which gives to workers the right to join the union.)

Under-rate Workers.

14. (a) Any worker who considers himself incapable of earning the minimum wage fixed by this award may be paid such lower wage as may from time to time be fixed, on the application of the worker after due notice to the union, by the local Inspector of Awards or such other person as the Court may from time to time appoint for that purpose; and such Inspector or other person in so fixing such wage shall have regard to the worker's capability, his past earnings, and such other circumstances as such Inspector or other person shall think fit to consider after hearing such evidence and argument as the union and such worker shall offer.

(b) Such permit shall be for such period, not exceeding six months, as such Inspector or other person shall determine, and after the expiration of such period shall continue in force until fourteen days' notice shall have been given to such worker by the secretary of the union requiring him to have his wage again fixed in manner prescribed by this clause: Provided that in the case of any person whose wage is so

fixed by reason of old age or permanent disability it may be fixed for such longer period as such Inspector or other person shall think fit.

(c) Notwithstanding the foregoing, it shall be competent for a worker to agree in writing with the president or secretary of the union upon such wage without having the same so fixed.

(d) It shall be the duty of the union to give notice to the Inspector of Awards of every agreement made with a worker pursuant hereto.

(e) It shall be the duty of an employer, before employing a worker at such lower wage, to examine the permit or agreement by which such wage is fixed.

Matters not provided for.

15. Any dispute in connection with any matter not provided for in this award shall be settled between the employer and the president or secretary of the union, and in default of any agreement being arrived at, then such dispute shall be referred to the local Inspector of Awards, who may either decide the same or refer the matter to the Court. Either party, if dissatisfied with the decision of the Inspector, may appeal to the Court upon giving written notice of such appeal to the other party within seven days after such decision shall have been communicated to the party desiring to appeal.

Application of Award.

16. This award shall apply to the original parties named herein, and shall extend to and bind as subsequent party hereto every trade-union, industrial union, industrial association, or employer, who, not being an original party hereto, is, when this award comes into force or at any time whilst this award is in force, connected with or engaged in the industry to which this award applies within that part of the industrial district to which this award relates.

Scope of Award.

17. This award shall operate throughout the Hawke's Bay Provincial District.

Term of Award.

18. This award shall come into force on the 18th day of August, 1941, and shall continue in force until the 18th day of August, 1942.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the Court hath herunto set his hand, this 13th day of August, 1941.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM.

The matters referred to the Court related to hours of work, wages, including wages of youths, proportion of youths, employment of females, and term of award. In other respects the award embodies the terms of settlement arrived at by the assessors in Conciliation Council.

Mr. Monteith is not in agreement with the rates of wages awarded to adults, and Mr. Prime with those for youths. Their dissenting opinions follow.

A. TYNDALL, Judge.

DISSENTING OPINION OF MR. MONTEITH.

I am not in agreement with the wage rates for adults. I think that as this is seasonal work, and as the season is a short one this factor warrants another penny an hour at least.

DISSENTING OPINION OF MR. PRIME.

I think the increased rates awarded to youths, ranging from 2s. to 10s. per week, are too great. No evidence was given as to the work done by youths, nor was there any argument put forward to justify a rate of 30s. a week for a boy under seventeen years of age.

WELLINGTON INDUSTRIAL DISTRICT **STONEMASONS AND TERRAZZO WORKERS**.—APPRENTICESHIP ORDER.

In the Court of Arbitration of New Zealand, Wellington Industrial District.—In the matter of the Apprentices Act, 1923, and its amendments; and in the matter of the conditions of apprenticeship in the trade of stonemasonry and terrazzo work in the Wellington Industrial District.

Thursday, the 14th day of August, 1941.

WHEREAS pursuant to section 4 (1) of the Apprentices Act, 1923, an Apprenticeship Committee has been set up for the Wellington Industrial District in connection with the stonemasonry and terrazzo work industry: And whereas the

Court has heard the employers, workers, and other persons concerned, and has considered the recommendations made to it by the said Committee: And whereas the Court has deemed it expedient to make an order under section 5 of the said Act prescribing the wages, hours, and other conditions of employment to be incorporated in contracts of apprenticeship in the said industry in the Wellington Industrial District, and prescribing such other matters and things as the Court is required and authorized by the said section to prescribe: Now, therefore, the Court doth hereby order and prescribe as follows:—

1. The locality in which this order shall have effect is the Wellington Industrial District.

2. The trade or industry to which this order shall apply is that of cutting, preparing, or fixing of stone, terrazzo, artificial stone, or terra cotta.

The provisions of this order shall apply to all employers of apprentices in the industry in the locality (whether bound by an award or industrial agreement relating to the said industry or not) and to all apprentices employed by such employers in such industry and to all contracts of apprenticeship between such employers and apprentices.

3. Every employer shall within three days after engaging any person as an apprentice give notice of such engagement to the District Registrar of Apprentices for the locality concerned.

4. Contracts of apprenticeship, and every alteration or amendment thereof, shall be registered with the District Registrar for the district within a period of fourteen days after the commencement of the employment of the apprentice, or the expiration of any period of probation served by him, pursuant to the Apprentices Act (in the case of an original contract) or within fourteen days after the making of the alteration. If the contract or alteration is not presented for registration as aforesaid, the parties thereto are severally liable to a fine of £10 under the Apprentices Act, 1923.

5. Every employer desiring to employ an apprentice in any branch or branches of the trade shall, before engaging the proposed apprentice, make application in writing to the Apprenticeship Committee, and the Committee shall either grant or refuse the application, after inquiring into the facilities within the scope of the proposed employer's business for teaching the proposed apprentice.

6. The minimum age at which a person may commence to serve as an apprentice shall be fifteen years.

7. The term of apprenticeship shall be five years in the case of stonemasons and four years in the case of terrazzo workers.

(a) The proportion of apprentices to journeymen shall not exceed one to every four journeymen or fraction of the first four journeymen employed in the branch of the trade in which such apprentice is apprenticed. In calculating the number of journeymen for the purpose of this clause each apprentice in his fifth year in the case of stonemasons, and each apprentice in his fourth year in the case of terrazzo workers, may be counted as a journeyman.

(b) For the purpose of determining the number of apprentices each employer may employ the number shall be computed upon the total number of journeymen employed for two-thirds full time for six months prior to the taking on of an apprentice. For the purposes of this order an employer who performs the work of a journeyman in the trade shall be counted for the purpose of calculation.

8. The powers and discretions provided for in section 13 of the Apprentices Act, 1923, may be exercised by the District Registrar and the Apprenticeship Committee, notwithstanding that the employer to whom it is proposed to transfer an apprentice is already employing the full quota of apprentices as determined by the apprenticeship order.

9. (a) The minimum rate of wages payable to apprentices in the stoneworking branch of the trade who commence employment as such when under eighteen years of age shall be:—

				Per Week.		
				£	s.	d.
First six months	..	..	..	1	5	0
Second six months	..	..	..	1	9	0
Third six months	..	..	..	1	13	0
Fourth six months	..	..	..	1	17	6
Fifth six months	..	..	..	2	5	0
Sixth six months	..	..	..	2	12	6
Seventh six months	..	..	..	3	0	0
Eighth six months	..	..	..	3	7	6
Ninth six months	..	..	..	3	17	6
Tenth six months	..	..	..	4	10	0

(b) The minimum rate of wages payable to apprentices in the terrazzo branch of the trade who commence employment as such under eighteen years of age shall be:—

				Per Week.		
				£	s.	d.
First six months	..	..	..	1	10	0
Second six months	..	..	..	1	15	0
Third six months	..	..	..	2	5	0
Fourth six months	..	..	..	2	10	0
Fifth six months	..	..	..	2	15	0
Sixth six months	..	..	..	3	0	0
Seventh six months	..	..	..	3	15	0
Eighth six months	..	..	..	4	0	0

(c) Apprentices who commence employment as such when eighteen years of age or over shall be paid 5s. per week in addition to the foregoing rates.

(d) All rates of remuneration, including overtime and other special payments provided for in this order, shall be subject to the provisions of the general order dated 9th August, 1940, under the Rates of Wages Emergency Regulations 1940, increasing rates of remuneration by an amount equal to 5 per cent. thereof.

10. Whether ordered to do so by the Court or a Committee or not, if any apprentice attends a technical college or other approved institution during the first three years of his apprenticeship, or until he shall have obtained the certificate hereinafter mentioned, the employer shall refund the apprentice the amount of his fees for each term in which his attendance is not less than seventy per cent. of the maximum possible.

11. Every apprentice who, whether he has been ordered to attend such classes or not, shall have obtained from the principal of the college, school, or institution in which he has attended classes as before mentioned a certificate that he has passed an examination of a standard to be arranged between the management of the college, school, or institution and the Committee shall, upon production of such certificate to his employer, be paid during the fourth year of his apprenticeship at the rate of not less than 5s. per week in excess of the minimum rate provided in clause 9 hereof, and during the fifth year of his apprenticeship at the rate of not less than 7s. 6d. in excess of the minimum.

12. The period of probation to be prescribed in any contract of apprenticeship to enable the employer of any apprentice to determine his fitness shall not exceed three months in the case of a first apprenticeship to the trade, and shall not exceed one month in any other case.

13. A person under twenty-one years of age who has served part of his apprenticeship to the trade outside of New Zealand may complete the term of apprenticeship herein provided with an employer in the district on furnishing to the District Registrar a certificate from his former employer and/or such other evidence (if any) as the District Registrar may require in order to show the time served by such person as an apprentice outside of New Zealand. The District Registrar may refuse to register any contract of apprenticeship entered into under the provisions of this clause until such evidence has been furnished to him. Any party aggrieved by the decision of the District Registrar may within fourteen days appeal to the Court, whose decision shall be final and conclusive. The period of probation in cases coming within the scope of this clause shall not exceed three months, and shall not count in the proportion.

14. An apprentice shall make up any time lost by him in any six monthly period through his own default, or sickness, or through accident (unless arising out of and in the course of his employment), or for any cause not directly connected with the business of the employer, before he shall be considered to have entered on the next succeeding period of his apprenticeship or, if in the final period, to have completed his apprenticeship.

An apprentice working overtime shall have such time added to his ordinary time in calculating the respective years of his apprenticeship.

15. An employer shall be entitled to make a rateable deduction from the wages of an apprentice for any time lost by him through sickness in excess of two weeks in any year, or accident not arising out of or in the course of the employment, or through his own default: Provided that if an apprentice is absent through sickness the employer may require the apprentice to furnish a medical certificate to the effect

that sickness prevented him from attending at work, and if the apprentice fails to furnish such medical certificate the employer shall be entitled to make a rateable deduction from the wages of the apprentice for the time lost.

16. The hours worked by an apprentice shall, subject to the provision of any statute, be those normally worked by journeymen in accordance with the provisions of the award or industrial agreement relating to the employment of journeymen for the time being in force in the district.

17. An employer shall not require or permit an apprentice under seventeen years of age to work more than six hours' overtime in any one week.

18. No apprentice under eighteen years of age shall be permitted to work after 9 p.m., and no other apprentice shall be permitted to work after 10 p.m.

19. An employer shall not require or permit an apprentice to work overtime unless a journeyman is employed at the same time.

20. The minimum rate of overtime for apprentices shall be time and a half for the first four hours and double time thereafter, or 1s. 6d. per hour, whichever is the greater.

21. The conditions of the award or industrial agreement referred to in clause 16 hereof, in so far as they relate to the method and time of payment of wages, holidays, travelling-time, suburban work, country work, meal-money, and other matters (other than workers to be members of union) relating generally to the employment and not in conflict with this order, shall be applicable to apprentices.

22. Every contract of apprenticeship shall accord with the provisions of the Apprenticeship Act, 1923, and this order, and shall make provision, either expressly or by reference to the said Act or this order, for the several matters provided for therein, and shall not contravene the provisions of any act relating to the employment of boys and youths.

In default of such provisions being made in any such contract of apprenticeship, or in so far as such provision being made in any such contract is defective or ambiguous, the contract shall be deemed to provide that the conditions of apprenticeship shall be not less favourable to the apprentice than the minimum requirements of this order.

23. It shall be the implied term in every contract of apprenticeship that the apprentice will diligently and faithfully obey and serve the employer as his apprentice for the prescribed term and will not absent himself from the employer's

service during the hours of work without the leave of the employer or except as permitted by this order, and, further, will not commit or permit or be accessory to any hurt or damage to the employer or his property, nor conceal any such hurt or damage if known to him, but will do everything in his power to prevent the same.

24. It shall be an implied term in every contract of apprenticeship that the employer will during the prescribed term, to the best of his power, skill, and knowledge, train and instruct the apprentice, or cause him to be trained and instructed, as a competent journeyman in the trade or branch or branches of the trade to which he is apprenticed, as carried on by the employer, in accordance with the provisions of the Apprentices Act, 1923, and of this order, and any amendments thereof: Provided, however, that if the business carried on by the employer does not comprise all the operations usually included in the training of a journeyman in the trade or branch or branches of the trade to which the apprentice is apprenticed, the operations to be taught the apprentice shall be specifically set out in the contract of apprenticeship, and in default thereof the employer shall be deemed to have contracted to train and instruct the apprentice in all the operations usually included in the training of a journeyman in the trade or branch or branches of the trade to which the apprentice is apprenticed.

25. An apprentice in the stonemasonry trade shall serve not less than two and a half years on the banker; an apprentice in the monumental masonry trade shall serve not less than one year cemetery work: Provided that at the discretion of the employer an apprentice to the stonemasonry trade may be employed at the aforesaid work at any time during his period of apprenticeship.

26. If an apprentice is dissatisfied with the opportunities afforded him of learning and becoming efficient in the trade or industry or part thereof to which he is apprenticed, as carried on by his employer, he may appeal to the Apprenticeship Committee, which shall thereupon inquire into the facilities provided by the employer for the training of the apprentice and take such action as it may deem necessary in the interests of the apprentice and the employer.

27. No premium in respect of the employment of any person as an apprentice shall be paid to or received by an employer, whether such premium is paid by the person employed or by any other person.

28. It shall be an implied term in every contract of apprenticeship that the provisions of the Master and Apprentices Act, 1908, shall not apply thereto.

29. The powers conferred on the Court by paragraphs (b) to (l) inclusive of section 5 (4) of the said Act are hereby delegated by the Court to the said Committee in so far as these powers relate to the said industry and locality, but reserving, nevertheless, power to the Court at any time and from time to time to withdraw all or any such powers and the area in which the Committee may exercise its jurisdiction is pursuant to section 6 of the Apprentices Amendment Act, 1930, hereby extended accordingly.

30. The order dated the 19th day of December, 1924, and recorded in Book of Awards, Vol. XXV, p. 1656, and any amendments thereof, are hereby revoked in so far as the trades affected by this order are concerned.

31. This order shall operate and take effect as from the day of the date hereof.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM.

This order embodies the recommendations of the Apprenticeship Committee. Objection was raised to the inclusion of the Wanganui district in the scope of the order on the ground that there is already an order in operation in that district—namely, the Wanganui District Carpenters, Joiners, Bricklayers, Plasterers, and Stonemasons apprenticeship order, dated the 19th December, 1924. As this order was made a considerable time ago, and in view of the fact that the Court was informed at the hearing of the objection that there had been no apprenticeships to the trade in the Wanganui district for at least five and possibly ten years, the Court can see no adequate reason to refuse the application of the Committee that the new order should cover the whole of the Wellington Industrial District.

A. TYNDALL, Judge.

NEW ZEALAND FEDERATED HOTEL, RESTAURANT, AND RELATED TRADES' EMPLOYEES' INDUSTRIAL ASSOCIATION OF WORKERS v. DOROTHY PATERSON, LTD.

In the Magistrate's Court holden at Invercargill.—Between the New Zealand Federated Hotel, Restaurant, and Related Trades' Employees' Industrial Association of Workers, plaintiff, and Dorothy Paterson, Ltd., defendant. Hearing: 17th December, 1940; judgment delivered, 23rd March, 1941.

Master and Servant—Partnership—Device to defeat Award—Industrial Conciliation and Arbitration Act, 1925, Section 111; Shops and Offices Act, 1921–22, Section 40—Hotel and Restaurant Employees.

In an action for a breach of award in employing non-unionists the defendant company, the owner of a restaurant and tea-room business, claimed that the persons in respect of whom the proceedings were brought were members of a partnership consisting of the company, the holder of 1,999 of 2,000 £1 shares in the company (known as the "managing partner") and eleven other persons who had been admitted to the partnership from time to time and were designated "working partners." Insurance was arranged by the company to cover the "working partners" under the Workers' Compensation Act as if they were employees. The company provided all the capital of the partnership and none of the working partners was or could become entitled to any interest in the capital or in the goodwill of the partnership. All partnership moneys were to be banked in the company's name. The managing partners retained the management and control of the business, but a three-fourths majority of the working partners could veto any action or proposal of the "managing partner." The company (of which the "managing partner" held 1,999 of the 2,000 shares), however, could at any time in its absolute discretion determine the partnership so far as any "working partner" was concerned by two weeks' notice in writing. The reasons given by the "managing partner" for the adoption of the partnership were her own ill health and a desire to utilize the services of the "working partners" after 10.30 p.m., the latest hour to which female workers could be employed under section 40 of the Shops and Offices Act, 1921–22. *Held*, The alleged partnership was not a *bona fide* partnership, and the relationship of the company on the one hand and the so-called "working partners" on the other was that of master and servant subject to the award.

JUDGMENT OF REX C. ABERNETHY, Esq., S.M.

THE plaintiff union claims to recover from the defendant company the sum of £50, being a penalty of £10 in respect of each of five alleged breaches of the New Zealand Tea-rooms and Restaurant Employees' award dated 31st July, 1940 (and recorded in Book of Awards, Vol. XL, p. 1104).

The breaches, shortly, are the employment by the defendant (who is bound by the award) of certain non-union workers in employment subject to the said award—Grace Kett on 27th and 28th September, 1940; Merle Braxton on the 27th

September, 1940; and Jessie Edmond on the 27th and 28th September, 1940. The facts show that between 10.30 p.m. and 11 p.m. of the days in question Miss Kett and Miss Edmond were respectively making toast and tea and waiting in the tea-room at the Brown Owl Cafe, and on the 27th September, 1940, at the same time Miss Braxton was behind the servery passing cakes and sandwiches to the waitresses. Miss Kett is the active manager of the Brown Owl Cafe, Miss Braxton is the head bar dispenser in the tea-room, and Miss Edmond is "more or less floor-walker or under-manager." None of them is a member of the union.

Mr. Hewat, for the defence, contended that these three women were not employees of the defendant company, but partners in a partnership called the Brown Owl Cafe, whose members comprised Miss Dorothy Paterson (now known as the "managing partner," the original owner of the business), Dorothy Paterson, Ltd. (a private company which at the second stage took over the business from her), and eleven employees, who were designated as the "working partners."

This partnership was alleged to have been in existence for the past six years and was said to have been evidenced by two or three successive deeds of partnership, the last one having been in operation from the 1st July, 1938, to the 1st July, 1940. Since the 1st July, 1940, it was stated that by tacit consent of all partners the last "spent" deed was and continues to be acted upon by all the partners who treated the deed as supplying the terms of the still subsisting partnership.

The main question for the Court to decide is this: Was there a *bona fide* partnership in existence or not? Mr. Hewat rested his case upon the allegedly continuing validity of the spent deed of partnership, which is a document presenting some rather remarkable features. It is undated, and until the hearing of the case, when it was impounded for stamp duty, was unstamped. It is also not executed by the defendant company, the mere signing by the secretary of the company being obviously insufficient execution. The company is stated to have about fifty employees and, of those, sixteen women or girls have signed as the "working partners." Of these signatures three have been crossed out, no doubt indicating severance from the partnership, and three others of them are the signatures of the Misses Kett, Braxton, and Edmond. Miss Dorothy Paterson signs as the "managing partner." Eleven appears to have been the original complement of "working partners." The company, Dorothy Paterson, Ltd., provides all the capital, and none of the other partners is or can become

entitled to any interest in it or in the goodwill of the partnership. All partnership-moneys are to be banked in the company's name. Miss Paterson retains management and control of the partnership business, but a three-fourths majority vote of the working partners may veto any proposal or action of hers, though, be it noted, the company (which in reality is Miss Dorothy Paterson, as she holds 1,999 of its 2,000 £1 shares) may at any time in its absolute discretion determine this partnership so far as any other partner is concerned by two weeks' notice in writing. The powers of veto might therefore prove to be the merest shadow. "Profits" are divided between the partners as follows:—

Managing partner, 15 per cent., against which she is entitled to draw £50 per month on account.

Each working partner, an individual percentage ranging from 6 per cent. to 3½ per cent., against which is provided an individual fortnightly payment on account.

Incidentally, no percentage of profits and no fortnightly payments are set down for Miss Edmond, who stated she joined the partnership as a "working partner" in November, 1938. Brida Cocker, Marjorie Sutherland, Maidie Hughes, and Margaret L. Sutherland who also signed the deed in a similar capacity are in exactly the same position. Proper books of account for the partnership are provided for. On the 30th June in each year proper partnership accounts are to be drawn up, and the auditor is to certify the amounts payable to each partner after deducting the amounts already drawn. The company and Miss Paterson may admit other partners as they please provided that the share of profits of the then working partners is not reduced. A working partner withdrawing from the partnership accepts in full settlement of her share of profits the amounts paid to her on account of profits up to the date of expiry of her fortnight's notice given to the partnership, or, as the case may be, up to the date of the expiry of the notice of determination given to her by the company. Then there is a very enlightening clause to the effect that the company is to arrange insurance cover under the Workers' Compensation Act for the working partners *as if they were employees*, and the premiums for this are to be paid out of the business. The evidence at the hearing also disclosed that when the 5 per cent. increase in wages was made in August, 1940, the "working partners," as well as the ordinary employees, received it.

Mr. Archer, for the plaintiff, submitted three propositions, which I will deal with in turn:—

(1) That the company had no power to enter into partnership with individual persons (*e.g.*, its employees) unless such persons were carrying on a like business, and there was a clear power set out in the company's memorandum of association.

On this point I hold that I agree as to the necessity of provision of specific power, but clause 8 of the unsigned copy of the memorandum of association, accepted in evidence by counsel, provides adequate power in that the company may enter into a partnership with any "person" . . . engaged in . . . any business . . . which this company is authorized to carry on or engage in . . .

In my opinion, that covers an employee in its own as well as an employee in any other like business. The words "carrying on" may denote a proprietor, but the words "engaged in" are, I think, wide enough to include employees.

(2) That this alleged deed is unenforceable and is in any case spent.

On this point the evidence of Misses Kett, Braxton, and Edmond shows that the deed, whatever in essence it is, has been acted on throughout its stated term of two years ending 1st July, 1940, by all the parties with the utmost harmony, that, by common consent and without a word, the arrangement as set out in the deed has continued in operation down to the present day. Not without some doubt I accept that as the position and agree with Mr. Hewat that this inadequately executed deed having been acted upon by all the parties may consequently be accepted, notwithstanding its lack of execution, as evidence of the terms of the allegedly subsisting partnership (*vide* 24 *Halsbury*, 417, para. 806). I also think that the deed, having been acted on, is acceptable as evidence, whether or not it is a deed of partnership or, in substance, really a contract as between master and servants.

It remains, then, to decide Mr. Archer's third point—

(3) That the alleged arrangement is not a *bona fide* partnership, but is a device to defeat the award.

This point presents some difficulty, for, as I see the evidence, the position is this: The union is taking steps to upset an allegedly illegal arrangement, which is viewed with complete satisfaction by all parties, including the so-called "working partners," the Misses Kett, Braxton, and Edmond and others, and under which they receive considerably more

by way of "profits," so-called, than they would be entitled to receive by way of wages as employees under the award. There is no question here of inadequate wages or harsh employment; in fact, the situation is the exact opposite. Why, then, did Miss Dorothy Paterson, after turning her Brown Owl business first into a private limited company, then turn it into a so-called partnership? The answers were supplied by herself when she said in evidence—

"The partnership was definitely entered into because of my health";

"The partners are managing the business"; and

"I realize that I am keeping workers later than allowed under the Shops and Offices Act. *I have adopted this scheme in order to keep the Brown Owl open for the general public after 10.30 p.m.* I know that other restaurants in New Zealand keep open after 10.30 p.m. and appoint men."

If ill health were the sole reason, and I accept it as a reason, for Miss Paterson is obviously ill (and the evidence shows her to be a woman who for some years has had a good deal of illness), then one might have expected a smaller partnership to take the reins of control and to apportion the management; but, instead of a few employees, eleven to thirteen are elevated to the position of "working partners." I cannot but find on the evidence that their position under the deed of partnership differs in no degree from that of trusted, competent, and well-paid managers, sub-managers, or heads of departments, and that, in fact, they have no more interest or control in the business than have similar responsible employees in any other business. Receipt of "profits" (and none of them seems to have worried much, if at all, about, and few appear to have seen balance-sheets or auditor's certificates) is *prima facie* evidence of partnership; but—and, in particular, a contract for the remuneration of a servant or agent of a person engaged in a business by a share of the profits of the business does not of itself make the servant or agent a partner in the business or liable as such (see Partnership Act, 1908, section 5 (c) (11)).

No partnership books or annual accounts or auditor's certificates were produced to the Court to support the statements that the fortnightly payments to the "working partners" had been treated as a division of profits.

The actual practical effect of the deed of partnership, in my opinion, then amounts to no more than this: That the working partners are to be employed by the company under the managership of Miss Paterson at higher, and in some cases

much higher, wages than the award would give them. Furthermore, they are to be insured under the Workers' Compensation Act as if they were workers. Having regard, then, to the deed and to Miss Paterson's evidence, the deed is not, I think, evidence of a *bona fide* partnership, but is a device designed, as far as the employees' wages are concerned, with no sinister rather with a benign intent, for the purpose of being able to use the services of these three (and other) female workers after 10.30 p.m., a thing forbidden if they are employees (*vide* Industrial Conciliation and Arbitration Act, 1925, section 111; Shops and Offices Act, 1921-22, section 40). I have no doubt that in law a genuine partnership might be entered into whereby female employees elevated to partnership might, as such partners, work after 10.30 p.m.; but the genuineness of the partnership would have to be such as clearly to outweigh any suspicion that the partnership had been entered into for the substantial reason of defeating an award (or section 40, Shops and Offices Act, 1921-22). The payment of "profits," so called, or wages higher or much higher than the award wages may, as in this case, be tendered to weigh the balance of judgment down in favour of the partnership, but such high "profits" cannot of themselves be conclusive as proof of partnership. The gain from remaining open after 10.30 p.m. under such circumstances might clearly outweigh the burden of such division of "profits." In the case before me the evidence shows that the three "working partners" before the Court have no interest in the capital of the alleged partnership and can obtain none, may have their "veto" of Miss Paterson vetoed if necessary by a fortnight's notice of dismissal by the company, and have received regular fortnightly payments, which in reality are, I think, only wages from Dorothy Paterson, Ltd., between which company and the "working partners" there is in fact the relationship of master and servant, terminable by a fortnight's notice and covered, indeed, by workers' compensation insurance to be taken out by the company. Furthermore, the increases received from time to time and the bonus at Christmas smack of wages rather than of profits. It follows, then, that as the three women—the Misses Kett, Edmond, and Braxton—are not partners and not members of the union there is a breach of clause 16 (a) of the award. The case of *Inspector of Awards v. Anderson Hansen, Ltd.* ([1938] G.L.R. 233; Book of Awards, Vol. XXXVIII, p. 1014), cited by Mr. Archer, amply supports his third proposition. In considering the question of penalty I think there are certain mitigating circumstances to be taken into

consideration. The first is that under the alleged partnership no employee has been paid less than award wages, but on the contrary each of the so-called "working partners" has been paid considerably in excess of the award rate. Secondly, in view of the comments made by Freeman, S.M., in *Hopper v. Paterson* ([1936] M.C.R. 42) as to the reason for the existence of the partnership agreement produced to the Court in that case, I cannot quite understand why the union has allowed four years to elapse before taking this action. In the case *Hopper v. Paterson* the local Inspector of Awards proceeded against Miss Dorothy Paterson, *inter alia*, for employing a female after 10.30 p.m., and the learned Magistrate held that the deed of partnership then produced was a valid partnership. It was made between Miss Paterson and eleven other female partners, not including, be it noted, Dorothy Paterson, Ltd., although the unexecuted copy of memorandum of association produced in the present case indicates formation of that company in 1931. On the face of it there seems to me to be a tangle of parties which either the 1936 case or the present case has failed sufficiently to elucidate. It might be that the full facts if known might have persuaded me to inflict a heavier penalty than the one I am going to fix, but I am not sufficiently informed to make accurate deductions on the point or to inflict a punitive penalty. However, in view of Miss Paterson's admission that the alleged partnership was a scheme to get round section 40, Shops and Offices Act, 1921-22, the case, notwithstanding its satisfactory aspect as regards wages, cannot be met with a merely nominal penalty. Each alleged breach of the award is proved, and there will be judgment for the plaintiff for the sum of £1 in respect of each, making £5 in all.

Solicitor's fee, £3.

NEW ZEALAND FEDERATED HOTEL, RESTAURANT, AND
RELATED TRADES' EMPLOYEES' INDUSTRIAL ASSOCIATION
OF WORKERS v. DOROTHY PATERSON, LTD.

In the Magistrate's Court holden at Invercargill.—Between the New Zealand Federated Hotel, Restaurant, and Related Trades' Employees' Industrial Association of Workers, plaintiff, and Dorothy Paterson, Ltd., defendant. Hearing: 17th December, 1940; judgment delivered, 27th March, 1941.

Award, Application of—Substantial Employment—Hotel and Restaurant Workers—General Hand—Worker engaged for Few Hours Weekly—Scrubbing Milk-bar Floor—Cleaners and Caretakers.

A worker who was principally engaged in charring at private houses was also employed for two hours weekly scrubbing and cleaning milk-bar premises of an employer subject to the Tea-rooms and Restaurant Employees' award. *Held*, The work of cleaning the milk-bar was work incidental to the conducting of the milk-bar and was clearly envisaged in the Tea-rooms and Restaurant Employees' award, even though not expressly mentioned, and the doctrine of substantial employment could not be invoked to bring the worker under the Cleaners and Caretakers' award. The worker must be treated as either a "casual hand" or a "general hand."

Inspector of Awards v. Jerkovich (1940 Book of Awards 1655) distinguished.

STATEMENT OF CLAIM.

THE plaintiff claims to recover from the defendant the sum of ten pounds as a penalty for a breach of the New Zealand Tea-rooms and Restaurant Employees' award dated the 31st day of July, 1940 (Book of Awards, Vol. XL, p. 1104).

The following are particulars of the said breach:—

That the defendant from the 5th day of August, 1940, to the 21st day of October, 1940, did employ May Thompson, of Invercargill, widow, in employment subject to the said award, the said May Thompson not being a member of an industrial union of workers bound by such award or who was not for the time being a member of a trade-union which was registered as such before the 1st day of May, 1936, and which is bound by such award.

JUDGMENT OF R. C. ABERNETHY, Esq., S.M.

The plaintiff union claims to recover from the defendant company the sum of £10 for a breach of the New Zealand Tea-rooms and Restaurant Employees' award, 1940. The breach alleged was the employment of a Mrs. Thompson from the 5th August, 1940, to 21st October, 1940, for two hours per week in the scrubbing and cleaning of the Brown Owl milk-bar, the employment being subject to the said award, and Mrs. Thompson not being a member of the said union or of any union. Her work consisted mainly of charring for certain private houses, plus this one additional charring job for the Brown Owl milk-bar, for which she was paid 10s. per fortnight. Mr. Hewat, for the defendant, denied that her work was subject to the award, but otherwise the facts were admitted.

The chief question for decision is whether this scrubbing and cleaning of the milk-bar is employment subject to the award. There is no specified mention of it or of cleaners in the award. It may be noted also that no tea-room or restaurant proprietors are or ever have been parties to the Cleaners, Caretakers, and Lift Attendants' award. It cannot be expected, then, that such proprietors have to obtain their cleaners from the Cleaners' Union. However, some of the cleaning incidental to such proprietors' business is envisaged by the Tea-rooms award—for instance, the waitress cleans the dining-room, the pantry maid the pantry, and in an hotel the porter does the rough scrubbing. Coming to the milk-bar, it is obvious that certain cleaning and scrubbing must be done there. Who, then, should do it? In a previous decision against the present defendant, *Inspector of Awards v. Dorothy Paterson, Ltd.* (1940 Book of Awards 106), I held that this work is outside the duties of a milk-bar attendant or dispenser, but within the compass of the duties of a "general hand" as defined by clause 7 (j). That presupposes, as Mr. Archer correctly pointed out, that I was also indirectly holding that scrubbing and cleaning was employment subject to the award. It may or may not have been the intention of the draughtsman of the award to cover in clause 7 (j) such scrubbing and cleaning as is not otherwise recognized as attached to the duties of certain specific workers—e.g., housemaids and pantry-maids; but I am still of the opinion that the definition of "general hand" to be gathered from clause 7 (j) is just as wide, as at first blush, it looks, and that scrubbing and cleaning, as well as any other class of work, lie within the all-embracing words "in any capacity desired by his or her employer." Clause 7 (j) begins "A general hand may be employed in any capacity desired by his or her employer Mr. Archer also submitted, and I agree, that the employer, if he wished, might employ the cleaner in the category of a "casual worker," though it is obvious in the present case it would be uneconomic to do so as the wages would be out of all proportion to the length of employment. It is also clear that the award, except for its provision as to "casual workers," insists that employment shall be on a weekly basis. It follows, then, that the employment of Mrs. Thompson for two hours per week at 1s. 9d. per hour, though she was actually well paid at 10s. per fortnight, is contrary both to the letter and spirit of the award. Mr Hewat, for the defendant, contended that as Mrs. Thompson was employed chiefly in private houses, and only for two hours per week by

the defendant, the doctrine of substantial employment arises; but I agree with Mr. Archer that the doctrine does not apply except when there are two conflicting awards, or an award conflicting with an industrial agreement, and in this case Mrs. Thompson could be under only one award—viz., the Tea-rooms award here in question. Mr. Hewat finally relied on *Inspector of Awards v. Jerkovich* (1940 Book of Awards 1655) as authority for his contention that scrubbing and cleaning do not come under the award. In that case the cleaning work in question was done for the one employer in a portion of a dwellinghouse-cum-restaurant set aside as a restaurant and was held to come within the normal scope of or to be incidental to the employee's duties as a domestic servant, employed, as she was, mainly in the dwellinghouse to which this small restaurant was attached. I agree, however, with Mr. Archer that the facts of the case before me are very different from those in *Jerkovich's case*, and, with respect, I think that the judgment of the Court of Arbitration therein may accordingly be distinguished.

To sum up, I think that scrubbing and cleaning is work which a milk-bar proprietor may desire to have done. It is therefore work which could come within clause 7 (j) and (l) of the award, and as there is no direct provision in the award for cleaners the proprietor might either employ a "casual worker" to do it or give it to a "general hand" to do. At any rate, it is employment under the award, and the employee doing it should be a member of the union. If I am right, the obvious thing to do is, as the secretary of the union in evidence suggested, to make one of the bar dispensers a "general hand." If I am wrong (and the matter is not free from doubt), then it is desirable that the effect of my previous judgment herein referred to and of this judgment should be set right on appeal. As Mrs. Thompson is not a member of the union, I hold a breach to be proved. Counsel agree that this is a test case. A nominal penalty will therefore suffice.

There will be judgment for a penalty of 5s.

NEW ZEALAND FEDERATED HOTEL, RESTAURANT, AND
RELATED TRADES' EMPLOYEES' INDUSTRIAL ASSOCIATION
OF WORKERS v. DOROTHY PATERSON, LTD.

In the Magistrate's Court holden at Invercargill.—Between
the New Zealand Federated Hotel, Restaurant, and Related
Trades' Employees' Industrial Association of Workers,

plaintiff, and Dorothy Paterson, Ltd., defendant. Hearing: 18th December, 1940; judgment delivered, 27th March, 1941. Mr. K. G. Archer and Mr. G. J. Reed for plaintiff; Mr. B. W. Hewat for defendant.

Hotel and Restaurant Employees, Wages-rate of—Kitchen Hand—Worker in Milk-bar making or heating Soup, &c.—“Cooking or Preparation of Food for Cooking.”

A worker was employed in connection with a milk-bar, and her duties included (1) making toast, fruit salad, and hot drinks (such as Ovaltine and Bournvita); (2) washing soup-bowls and fruit-salad dishes, and the various utensils of the milk-bar; and (3) the preparation and cooking of soups (a) by merely heating canned soup, (b) by adding milk to canned soup and heating the mixture, (c) by adding salt, pepper, milk, and thickening to raw oysters and cooking them to make oyster-soup.

Held, (1) It is not where the work is done but the actual work itself that determines whether or not work is “kitchen work” within the meaning of the Restaurant Employees’ award.

(2) The making of toast, fruit salads, and hot drinks and the heating of tinned soups were outside the ordinary reasonable interpretation to be placed upon the words “cooking” or “preparation of food for cooking.”

(3) The washing of bowls or dishes for such soup or fruit salads and of the various other utensils (not used for cooking) in the milk-bar does not constitute “cleaning or washing of plates or dishes or ‘cooking-utensils.’”

(4) The making of the oyster-soup in the circumstances set out above was kitchen work within the meaning of the award.

JUDGMENT OF R. C. ABERNETHY, Esq., S.M.

THE plaintiff union claims to recover from the defendant company the sum of £10 as a penalty for a breach of the New Zealand Tea-rooms and Restaurant Employees’ award dated 31st July, 1940 (Book of Awards, Vol. XL, p. 1104). The breach alleged was that the defendant, being a party to the said award, on the 30th September, 1940, employed Daphne Paterson as a kitchen hand, and, her employment being subject to the award, failed to pay her the prescribed wages of £2 6s. per week.

The facts show that this girl was employed as a bar dispenser on probation at £1 per week in the Brown Owl milk-bar run by the defendant company. Her work included serving milk-shakes, soda drinks, and fruit salads, and making and serving toast, coffee, Bournvita, and Ovaltine, and fresh oyster and tinned soups, and the washing of all dishes and utensils used for the making, heating, and serving of these articles of food and drink. All her work, except as regards making soup, was done in the milk-bar, which had the necessary appliances for making the various drinks and keeping soup hot and for making toast. The cleaning of dishes and

washing up was done in a sink just off the milk-bar. Oysters were delivered fresh to the milk-bar, and pepper and salt were added there. Then they were taken to the Brown Owl Cafe's bakehouse, where milk from the refrigerator was added. They were finally taken to the Brown Owl Cafe's kitchen, where any thickening required was added and the soup was there cooked by immersing it in a live steam jet. Tinned soup to which milk required to be added, was similarly treated in the Brown Owl Cafe's kitchen. After cooking or (as regards tinned soup) after heating, the soup was taken to the milk-bar, where it was heated and served as required by customers. No cooking in the ordinary accepted meaning of the term, but only heating was done in the milk-bar. Mr. Zimmerman, the manager of the milk-bar, stated that the business was run by Dorothy Paterson, Ltd., that they did not draw any distinction between the milk-bar and the Brown Owl Cafe, and that it was "still the same business." Mr. Archer, for the plaintiff, contended that Miss Daphne Paterson was doing and should be paid for the work of a kitchen hand, whose definition is to be found in clause 7 (h) of the award, which reads as follows:—

7. (h) For the purpose of this clause a worker shall be deemed to be employed about a kitchen and scullery if he or she is employed in either assisting in the cooking of food or preparing of food to be cooked, or attending to boilers and kitchen fires, or in cleaning or washing plates or dishes or cooking-utensils, or in carving, or in serving sweets, or in other operations connected with the business of the kitchen. The washing of cups and saucers and bread-and-butter plates or the serving of cold sweets from the dining-room shall not be deemed employment about a kitchen or scullery.

Mr. Archer argued that the activities of Miss Daphne Paterson relevant to her proper classification as a kitchen hand were—

- (1) Making toast, fruit salad, hot drinks;
- (2) Washing of soup-bowls and fruit-salad dishes and the various utensils of the milk-bar; and more especially
- (3) The preparation and cooking of soups, and of oyster-soup in particular.

He relied on the case *Inspector of Awards v. Prior* (29 Book of Awards 605), which provides clear authority that "kitchen hand" is defined by reference to kitchen work to which a patently artificial definition is given in the award. I quote the following paragraph from the judgment of Blair, J., where the learned Judge says: "For the purpose of ascertaining whether or not an employee is to be deemed a kitchen hand the proper inquiry is as to whether he or she is doing one or other of the things which are defined as

kitchen work for the purpose of the award. It may be that in the colloquial sense one or more of the activities specified may not be kitchen work. This, however, is not the point, because an artificial definition is given by the award. We mention this point because in the learned Magistrate's judgment there is some reference to the fact that the plate-washing, the subject-matter of this case, was performed in the 'pantry.' It is what is done and not where it is done which is the test provided by the award."

This means then, I think, that kitchen work is kitchen work *wherever* it is done—even in milk-bars.

It may be that the award did not contemplate that milk-bars and marble bars might so extend their activities that by "assisting in cooking of food," or by "preparing of food to be cooked," or in "cleaning or washing plates or dishes or cooking-utensils" they might need to employ a kitchen hand rather than a bar attendant or dispenser; but if in fact a marble bar can be held to have added to its original circumscribed activities any kitchen work as arbitrarily defined in clause 7 (h), then the dispenser or dispensers doing this kitchen work in addition to their ordinary duties as milk-bar dispensers must, I think, be classed as kitchen hands. Mr. Archer suggested that there was a possibility that then such a worker should be classed as a "general hand," but I hardly think that can be the case when there is, as here, a specific category—kitchen hand—in which (although she, seemingly, may do other work as well) she "shall be deemed to be employed." Put in another way, I think that a bar dispenser by doing at the request of the employer certain work other than kitchen work in terms of clause (j) may under certain circumstances become a "general hand," but that if she does "kitchen work" in terms of clause (h) she shall be deemed to be a kitchen hand. Mr. Hewat, for defendant, submitted that the matters at issue showed a development of milk-bars that had not been covered by the award, and that, in any case, as Miss Daphne Paterson was not engaged in cooking in the ordinary sense of the term, or in preparing food to be cooked, she could not come within the definition of a "kitchen hand" as defined in clause (h).

He cited *In re N.Z. Tea-rooms and Restaurant Employees' Award* ([1940] M.C.R. 101; 40 Book of Awards 926) in support. The facts in that case were very different from those in the case before me, and although I am in complete agreement with the net result of Gilmour, S.M.'s, decision in that case, I think that it is kitchen work as defined in clause 7 (h) and commented on in the paragraph herein

quoted from the judgment of Blair, J., rather than class of kitchen (mentioned in the last paragraph of Gilmour, S.M.'s, judgment) that provides the guide as to whether the work in question is "kitchen work" or not. "It is what is done, not where it is done which is the test provided by the award." I return then to Mr. Archer's argument. The making of toast, fruit salads, and hot drinks, and of tinned soups, which are heated rather than cooked, seems to me to be quite outside the ordinary reasonable interpretation to be placed upon the words "cooking" or "preparation of food for cooking." I am also inclined to think that the washing of soup-bowls for such soup and fruit salads and of the various other utensils (not used for cooking) in the milk-bar does not constitute the "cleaning, washing of plates or dishes or cooking-utensils" contemplated in clause 7 (h) of the award or in the judgment of Blair, J. They are, I think, hardly comparable with the "dinner plates" referred to in that judgment. That brings me then to Mr. Archer's final point that Miss Daphne Paterson prepared or cooked the soups between the milk-bar and the Brown Owl Cafe kitchen. It might be insulting to the shades of many departed chefs to hold, as I do not hold, that the addition of some salt and pepper and perhaps some milk to tinned soup plus the application of heat is cooking. The cooking has been done before the soup has been tinned. I have come to the conclusion, however, that the making of oyster-soup involves nothing more nor less than cooking. Furthermore, the cooking in this case was done in a kitchen the cooking-facilities of which the milk-bar has the use of for this specific purpose. It may have been simple, but it was cooking. It follows, then, from the foregoing that I must hold that there has been a breach of the award in that the employee Miss Daphne Paterson should have been classed as and paid the wages of a kitchen hand. I may say, however, that my decision in the matter rests upon so narrow a basis of fact that it might well deserve an authoritative decision of the Arbitration Court.

In the circumstances it will be sufficient if judgment is given for the plaintiff for a nominal penalty of 5s. Judgment accordingly.

DUNEDIN CITY CORPORATION **COACHWORKERS**.—INDUSTRIAL AGREEMENT.

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, this 24th day of July, 1941, between the Dunedin City Corporation (hereinafter called "the employer"), of the one part, and the Otago and

Southland Coachworkers' and Wheelwrights' Industrial Union of Workers (hereinafter called "the union"), of the other part, witnesseth that it is hereby mutually agreed between the employer and the union as follows:—

SCHEDULE.

Classification of Labour.

1. Two classes of labour shall be recognized—viz., journeymen (including woodmen, painters, and machinists) and apprentices.

Hours of Work.

2. Forty hours shall constitute an ordinary week's work. Eight hours shall constitute an ordinary day's work. The ordinary working-hours shall be between the hours of 7.30 a.m. and 5 p.m. on five days of the week, from Monday to Friday inclusive.

Wages.

3. (a) The minimum rate of wages for journeymen shall be 2s. 9½d. per hour.

(b) Journeymen shall be paid ¾d. per hour extra as tool allowance.

(c) Wages shall be paid on the regular pay-day adopted by the Dunedin City Corporation.

Increase in Rates of Remuneration.

4. All rates of remuneration, including time and piece wages and overtime and other special payments provided for in this agreement, shall be subject to the provisions of the general order dated 9th August, 1940, under the Rates of Wages Emergency Regulations 1940, increasing rates of remuneration by an amount equal to 5 per cent. thereof.

Overtime.

5. (a) All time worked outside of or in excess of the ordinary working-hours prescribed in clause 2 hereof shall be paid for at the rate of time and a half for the first four hours and double time thereafter.

(b) Notwithstanding anything contained in subclause (a) hereof, if any worker coming within the scope of this agreement is required to work after 9 p.m. he shall be paid double time rates for such work.

Holidays.

6. (a) For all time worked on Sundays double time rates shall be paid.

(b) The following shall be the recognized holidays: New Year's Day, the day following New Year's Day, Good Friday, Easter Monday, Anzac Day, Labour Day, birthday of the reigning Sovereign, Christmas Day, Boxing Day, Anniversary Day, and such other holidays as may from time to time be authorized by the Council: Provided that in the case of Anniversary Day and the day following New Year's Day some other day may be substituted in lieu thereof.

(c) All time worked on any of the holidays prescribed in subclause (b) hereof shall be paid for at double time rates in addition to the day's pay.

(d) All employees coming within the scope of this agreement with twelve months' service shall be granted an annual leave of ten days on full pay, to be taken at such time as may be convenient to the employer. An employee with less than twelve months' service shall be granted a proportionate annual holiday on full pay. Statutory holidays shall not be included in annual leave.

Meal-money.

7. The employer shall allow meal-money at the rate of 2s. per meal when workers are called upon to work overtime, upon the expiration of one hour after the usual stopping-time: Provided that such workers cannot reasonably get home to their meals in one hour.

Dirty Work.

8. Workers coming within the scope of this agreement required to work in pits at the undergear of tram-cars, or any other work as may be mutually agreed upon as coming within the definition of "dirty work," shall receive 2s. per day extra as dirt-money. The "day" shall mean any portion of the twenty-four hours during which the worker has been employed at such work.

Night-work.

9. Notwithstanding anything contained in clause 2 hereof, workers may be employed regularly at night, and for such work shall be paid 1s. 6d. per shift extra. Workers employed under this clause shall be allowed thirty minutes' crib-time without deduction from pay. Men shall not be employed under this clause for less than one week.

Matters not provided for.

10. The essence of this agreement being that the work of the employer shall not on any account be impeded but shall at all times proceed as if no dispute had arisen between the

parties as to any matter whatsoever arising out of or connected therewith, and not specifically dealt with herein, every such dispute or difference shall be referred to a committee to be composed of two representatives on each side, together with an independent chairman to be mutually agreed on or, in default of agreement, to be appointed by the Conciliation Commissioner. The decision of the majority of the committee shall be binding, and if no decision is arrived at, either party may appeal to the Court of Arbitration, giving notice of such appeal to the other party within fourteen days after the failure of the Disputes Committee to arrive at a decision, or the Disputes Committee itself may refer the matter to the Court of Arbitration for decision.

Workers to be Members of the Union.

11. (a) It shall not be lawful for the employer to employ or to continue to employ in any position or employment subject to this agreement any adult person who is not for the time being a member of the Otago and Southland Coachworkers' and Wheelwrights' Industrial Union of Workers: Provided, however, that any non-unionist may be continued in any position or employment by the employer during any time while there is no member of the union bound by this agreement who is available to perform the particular work required to be done and is ready and willing to undertake it.

(b) For the purposes of subclause (a) of this clause a person of the age of eighteen years or upwards, and every other person who for the time being is in receipt of not less than the minimum rate of wages prescribed by this agreement for workers of the age of twenty-one years and upwards, shall be deemed to be an adult.

(NOTE.—Attention is drawn to subsection (4) of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, which gives to workers the right to join the union.)

Term of Agreement.

12. This agreement shall come into force on the 24th day of April, 1941, and shall continue in force until the 24th day of April, 1942.

In witness whereof the common seal of the Otago and Southland Coachworkers' and Wheelwrights' Industrial Union of Workers was hereunto affixed in the presence of—

[L.S.]

FRED TOMBS, President.
W. C. McDONNELL, Secretary.

In witness whereof the common seal of the Corporation of the Mayor, Councillors, and Citizens of the City of Dunedin, as employer, was hereunto affixed in the presence of—

[L.S.]

A. T. ALLEN, Mayor.
M. C. HENDERSON, Councillor.
R. A. JOHNSTON, Town Clerk.

NEW ZEALAND SHEARERS AND SHED-HANDS.—DETERMINATION OF COMMITTEE REGARDING RATES OF WAGES FOR 1941-42 SEASON.

RATES OF PAY, 1941-42.

Award dated 18th September, 1939, covering rates of pay for Shearers and Shed Hands for Seasons 1939-40 to 1941-42 (inclusive).

1. Pursuant to the above award, Mr. J. W. Butcher, Government Statistician, Mr. W. H. Nicholson, as representative of the employers, and Mr. A. Cook, as representative of the shearers' unions, met at Wellington on the 6th day of August, 1941.

2. The Government Statistician's index number for export prices of greasy wool, calculated for the twelve months ending 30th June, 1936, was taken as equal to 1000, and it was found that the index number for the twelve months ending 30th June, 1941, was 1400.

3. The rates of pay for the 1941-42 season will therefore be as follows:—

Shearers—

- (a) The rate for shearing by machines shall be not less than £1 11s. per hundred, with rations.
- (b) The rate for shearing lambs shall be not less than £1 11s. per hundred, with rations.
- (c) The rate for shearing by hand shall be not less than £1 13s. 6d. per hundred, with rations.
- (d) In cases where the shearers find themselves in rations an allowance of 4s. per day shall be paid.
- (e) The rate for shearing stud sheep and hogget rams shall be rate and a half, and for other rams double ordinary rate.

Shed hands—

- (a) Pressers: By the week, £4 12s.; by the hour, 2s. 6d.
- (b) All other shed hands: By the week, £4 2s.; by the hour, 2s. 4d.
- (c) Cooks: For twelve men or under, at the rate of £5 2s. per week, or 19s. 6d. per day if employed for less than seven days. (Where over twelve men are employed the wages shall be increased by 2s. 6d. per week for each additional man required to be cooked for, and where the number exceeds eighteen men an assistant shall be employed, and where over twenty-eight men are employed the rate shall be by mutual agreement.)
- (d) Cooks' assistants: At the rate of £4 7s. per week, or 16s. 4d. per day if employed for less than seven days.
- (e) A presser may work at a piecework rate to be agreed on with his employer, but so that he shall in any event be paid not less than the minimum hourly rates herein specified for the time actually worked by him.
- (f) Each worker shall be provided with rations by his employer. In any case where it is agreed between the employer and the worker that the worker shall provide his own rations, he shall be paid at the rate of 4s. per day in addition to the rates herein prescribed.
- (g) The rates for the 1941-42 season under clause 3 (b) of the award shall be:—

For pressers	..	2s. 1d.	per hour.
For shed-hands	..	1s. 10½d.	per hour.

J. W. BUTCHER, Government Statistician.

WM. H. NICHOLSON, Employers' representative.

ARTHUR COOK, Shearers' union representative.

Wellington, 6th August, 1941.

NEW ZEALAND FEDERATED HOTEL, RESTAURANT, AND
RELATED TRADES' EMPLOYEES' INDUSTRIAL ASSOCIATION
OF WORKERS v. COXON.—JUDGMENT ON APPEAL.

In the Court of Arbitration of New Zealand, Canterbury Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments; and in the matter of the New Zealand Licensed Hotel

Employees' award, dated the 19th day of December, 1938, and recorded in Book of Awards, Vol. XXXVIII p. 3779; and in the matter of an appeal from the judgment of the Magistrate's Court at Kaikoura wherein the New Zealand Federated Hotel and Restaurant Employees' Industrial Association of Workers, plaintiff in the Court below, is appellant, and L. J. Coxon, of Kaikoura, proprietor of the New Club Hotel, defendant in the Court below, is respondent. Hearing: Christchurch, 8th August, 1941. Counsel: *K. G. Archer*, for appellant; *L. J. H. Hensley*, for respondent.

CASE ON APPEAL.

AN appeal on a matter of law and of fact from the decision of the Magistrate's Court sitting at Kaikoura.

I. STATEMENT OF CLAIM.

1. The plaintiff claims to recover from the defendant the sum of £10 as a penalty for a breach of the New Zealand Licensed Hotel Employees' award, dated the 19th day of December, 1938, and recorded in Book of Awards, Vol. XXXVIII, p. 3779. The following are particulars of the said breach—namely, that the defendant, being a party to the said award, between the 22nd day of July, 1939, and the 16th day of February, 1940, did employ one Eileen Jorgensen as a general hand and did fail to pay her the wages of a general hand in accordance with the provisions of clause 6 of the said award.

2. The plaintiff also claims to recover from the defendant the sum of £10 as a penalty for another breach of the same. The following are particulars of the said breach—namely, that the defendant, being a party to the said award, between the 8th day of January, 1940, and the 26th day of February, 1940, did employ one Jean Bartlett as a general hand and did fail to pay her the wages of a general hand in accordance with the provisions of clause 6 of the said award.

3. The plaintiff also claims to recover from the defendant the sum of £10 as a penalty for another breach of the same. The following are particulars of the said breach—namely, that the defendant, being a party to the said award, between the 27th day of October, 1939, and the 11th day of February, 1940, did employ one Jessie Mannix as a first cook in a four-handed kitchen and did fail to pay her the wages of a first cook in accordance with the provisions of clause 6 of the said award.

4. The plaintiff also claims to recover from the defendant the sum of £10 as a penalty for another breach of the same. The following are particulars of the said breach—namely, that the defendant, being a party to the said award, between the 27th day of October, 1939, and the 11th day of February, 1940, did fail to pay to the said Jessie Mannix the correct wages for time worked on Christmas Day, Boxing Day, 29th December, 1939, and New Year's Day, 1940, in accordance with the provisions of clauses 2, 3, and 4 of the said award.

5. The plaintiff also claims to recover from the defendant the sum of £10 as a penalty for another breach of the same. The following are particulars of the said breach—namely, that the defendant, being a party to the said award, between the 22nd day of July, 1939, and the 4th day of February, 1940, did employ one Jean Newport as a general hand and did fail to pay her the wages of a general hand in accordance with the provisions of clause 6 of the said award.

6. The plaintiff also claims to recover from the defendant the sum of £10 as a penalty for another breach of the same. The following are particulars of the said breach—namely, that the defendant, being a party to the said award, between the 22nd day of July, 1939, and the 4th day of February, 1940, did fail to pay to one Jean Newport on the termination of her employment after completing forty-seven weeks' service a proportionate holiday allowance in accordance with the provisions of clause 5 of the said award.

7. The plaintiff also claims to recover from the defendant the sum of £10 as a penalty for another breach of the same. The following are particulars of the said breach—namely, that the defendant, being a party to the said award, between the 2nd day of October, 1939, and the 21st day of March, 1940, did employ one Pearl Hansen as a general hand and did fail to pay her the wages of a general hand in accordance with the provisions of clause 6 of the said award.

II. EXHIBITS.

Exhibit "A."

Copy of resolution by the plaintiff association authorizing the taking of this action.

Exhibit "B."

Defendant's wages-book.

Exhibit "C."

Defendant's guest-book.

(The wages-book and guest-book and copy of resolution, Exhibit "A," will be produced to the Court on the hearing of the appeal.)

III. NOTES OF EVIDENCE.

For Plaintiff.

(a) *Evidence of Jessie Mannix.*] Jessie Mannix sworn. I am a cook, and at present residing at Christchurch. I was employed by Mr. Coxon at the New Club Hotel at Kaikoura from the 27th October, 1939, to the 11th February, 1940. I received a wage of £4 8s. 6d. per week. I worked on Christmas Day, Boxing Day, and New Year's Day. They asked me to work my day off on Friday, the 29th day of December. I received £1 6s. 6d. extra for those days. I did eight hours on the Friday. The kitchen was supposed to be a three-handed kitchen. I was the first cook. Each of the three cooks had two days a week off. There was only one day when the three of us were present, that was Saturday. On each of the other days the housemaid used to come in from about 5.45 to 7 p.m. and used to wash up. She washed up all the cutlery out of the kitchen, the meat-plates, soup-plates, and pots and pans. The pantrymaid did her own washing up in the pantry. The pantrymaid washed up the cutlery from the dining-room. There were two or three girls used to come in, Jean Newport did about three days a week, Eileen Jorgensen and Jean Bartlett would divide up the other days. Pearl Hansen used to come in occasionally. Mrs. Coxon told me that at Easter time and Christmas time they used to put the extra hands on in the kitchen. I don't know what I signed for in the wages-book, there was always blotting-paper over the sheet, and I could just see where I had to sign. Miss Jorgensen was the pantrymaid. She used to clean the hall, the brass, and scrubbing the steps in the front of the hotel. She used to do this nearly every morning. I don't know whether she went into the sitting-room or lounges. She used to clean the fireplaces and she used to clean windows upstairs. I told Mr. Coxon that I should have received more for the holidays, and he said I was well paid.

Examined: Mr. Moloney.] I was very well treated by Mr. Coxon, but Mr. Coxon was a very rude man to work for. I wouldn't say that the staff were all happy there. I could not say whether any of the staff have gone back to work there. If the Coxons stated that I received £2 for the holiday period, I would say they were wrong even if I had signed for it. There was always blotting-paper over the book and she used to say "sign here." I do not know whether the others had the same experience. Every one working there received £1 from her with the exception of the third cook. He gave it for a Christmas box, and we used to receive a bottle of wine. I never thought about the £1 until now. I haven't forgotten about the other pound, as we didn't have to sign for the Christmas box. During the time I was there the union man came only once just after I commenced work. I came down to Christchurch with a couple of the girls and they made a complaint. I had never made a complaint before. Respecting my wages I had asked Mr. Coxon and he had said I was well paid. Miss McCullough was the second cook and Mrs. Blackshaw was the third, but there was quite a number of other third cooks during my stay. I am certain that she, the housemaid, washed soup-plates and meat-plates. All the kitchen cutlery was washed up by the housemaid and the dining cutlery was done by the pantrymaid. The way to deal with a rush period was to bring the housemaids down. I left because I couldn't get on with Mr. Coxon. I really felt a bit badly towards him.

To Mr. Archer.] It is not true that Mrs. Blackshaw did the washing up on the days that she was working and that the girls only came in when Mrs. Blackshaw was off.

To the Magistrate.] Mr. Coxon was in and out of the kitchen all day. I had experience in hotels before. I haven't made a claim before for being unpaid. Over the Christmas and New Year the hotel was full and there were shakedown everywhere.

(b) *Evidence of Jean Newport.*] Jean Newport sworn. Was employed at defendant's from 13th March, 1939, to 3rd or 4th February, 1940, as pantrymaid, housemaid, and relieving maid. When finished given £3 18s.—i.e., £1 14s. week's wages, and £2 4s. holiday allowance. There prior to Easter, 1939. Were four people in kitchen. After Easter I went to laundry-work, leaving three in kitchen. At night I did dishes and pots in kitchen—three or four nights per week. Went from 6 p.m. until finished. Never finished by 7—sometimes up to 7.45 p.m. Had my own tea during that period. I washed the soup-plates, entree-plates, dinner-plates, kitchen utensils, and pots. Nothing in kitchen did not wash. One of other housemaids did it when I did not do it. All did it one day a week. Miss Hansen did it before Miss Bartlett came on. Latter there before I left. Not sure if she doing it before I left. Miss Hansen divided with me the six nights. I think she a housemaid or waitress. Pantrymaid work done by Miss Jorgensen. I relieved in pantry and did housework. Miss Jorgensen also did housemaid's work. When I was housemaid I did the hall and stairs downstairs, swept the carpet and polished sides, and sometimes scrubbed carpet. Latter done between 5 p.m. and 6 p.m. Scrubbed it about twice a week. Sometimes other girl did it. Scrubbed it like a floor. Did sitting-room when pantrymaid and sometimes did the office. Polished front step and brass on doors and handles downstairs. Doing housemaid's or pantrymaid's work each day. I cleaned the windows downstairs, and helped laundress fold and mangle sheets about three nights a week. Received £1 14s. as relieving maid. Miss Jorgensen in pantry every morning, and when that finished went upstairs as housemaid and did downstairs work as described. She did not go into kitchen. Miss Jorgensen there all the time I there. Miss Hansen a waitress one day, another day a housemaid and did the work in kitchen. Miss Bartlett came January, 1940. Was waitress about three weeks and changed to housemaid before I left.

Cross-examined.] I wrote to the union and did not think I rightly treated. I did not want to sign book as not sure about holiday pay. I thought I should have got £1 or £2 more. I did not write to other girls. Mrs. Mannix there when I working, and Mrs. Blackshaw. Never saw Miss McDowell in kitchen—saw her in laundry. Burland worked one night a week in kitchen doing dishes. Mr. Coxon abused me before I left. Forget what he said. I not paid a general's wages for week or two. I was relieving housemaid and pantrymaid.

(c) *Evidence of Jean Bartlett.*] Jean Bartlett sworn. Employed by defendant 8th January, 1940, to 26th February, 1940. Engaged as waitress, on that job about three weeks, then housemaid for four weeks. Wage £1 16s. 6d. gross. When housemaid worked in kitchen. Washed pots and pans and dishes and all things in kitchen. I started it about a week before Miss Newport left and carried on until left about four weeks later. I averaged about three days a week from 6 to 7.15 or 7.45. I helped the laundress fold sheets, &c., when went on at 5 p.m. about three days a week. Miss McDowell was laundress and waitress. I never saw her work in the kitchen. Miss Hansen there—she housemaid and waitress one day a week. She did kitchen-work two or three days a week. She assisted with laundry. We shared our housemaids' work. I washed passages and baths and sitting-room downstairs and scrubbed the carpets, cleaned the fireplace

and windows downstairs, and windows upstairs. The sitting-room downstairs is used as a commercial-room—drinks are served there. Misses Hansen, Newport, and Jorgensen all did this work on our days. Miss McDowell did not. The porter did the other side of the swing doors.

Cross-examined.] I did not go to Christchurch—stopped in Kaikoura. I said nothing about more money. I wanted to find out if properly paid, and wrote to union. Mrs. Mannix and Mrs. Blackshaw in kitchen. Never three housemaids working at one time. Did not go back and inquire for a job after left. Average in kitchen 7.30 p.m. I signed wages-book of my own volition.

Re-examined.] I was abused at times by Mr. Coxon. Not a happy staff or well treated.

(d) *Evidence of Noel Roy Williams.*] Noel Roy Williams sworn. Assistant secretary, Canterbury Hotel, Restaurant, and Related Trades' Employees' Industrial Union of Workers, and party to award authority produced, Exhibit "A." Over six years as assistant secretary, and worked in hotels for six years. Work of housemaid does not generally include work downstairs—this done by female general or porter. Main hall and front steps above done by porter or female general—also cleaned windows downstairs. Housemaid's work: bedrooms, passages upstairs, and any sitting-rooms upstairs. Public-room downstairs done by general porter.

Cross-examined.] Award for the whole of New Zealand and agreed on conciliation.

For Defendant.

(e) *Evidence of Lucy Maud Coxon.*] Lucy Maud Coxon sworn. Wife of defendant. Been in hotel two and a half years. It has always been a three-handed kitchen and general, and if not a general a kitchen hand. Mrs. Mannix when she came no knowledge of cooking. Wages-book (Exhibit "B") shows her wages. Two cooks or kitchen hand or general. If girls assisted it was to help each other out. One day a week they went mostly to wash their own dishes. Dug. Burland was a kitchen hand. Porter always did front steps and porch. Windows downstairs done by porter, also windows upstairs. Girls did inside windows upstairs. Miss McDowell came as a waitress, and was afterwards general. She did laundry-work one or two days a week. Not done more than one or two days. Girls never asked or ordered to assist in kitchen as stated. Miss Newport was relieving maid. She did the main entrance hall downstairs. Eileen Jorgensen was pantry-maid. Miss Hansen housemaid, waitress, and later general. She did lounge-room downstairs. Porter did the commercial-room downstairs and passages round the bar. Miss Bartlett was a waitress and I had to shift her. I provided the uniforms. In rush periods there were no shakedown. Not all the rooms were used, even on Christmas Day. Guest-book produced. Always enough kitchen hands. Miss McDowell, when a general hand, relieved and helped in kitchen. Kitchen hand Burland assisted in kitchen on day off. Girls did not, as stated by them, work three days in kitchen. Howatson did not assist in bar—too filthy and not trustworthy. He a porter. He stayed at hotel for different periods. He stayed for six days before starting work and paid nothing. None of girls said dissatisfied. They had time off for morning and afternoon tea, and only did their own and boy friends' laundry. They used my sewing-machine.

Cross-examined.] I am hostess and relieved in bar. No barman. Defendant looks after bar and I relieve him. I run the housework—not in kitchen at meal-times. If the girls worked as stated did not do so by my instructions. They may sometimes assist others to get away earlier. When we took over, Mrs. Storer getting four-handed-kitchen wages. Miss McDowell and Mr. D. Burland worked in kitchen. Latter kitchen hand. Former worked in kitchen when Mrs. Blackshaw there. Miss McDowell worked in kitchen up to 7 p.m. when Miss Hansen generally she worked in kitchen. Miss Newport when acting as pantry-maid washed up pantry dishes at night in pantry. They did inside brasswork downstairs. They wring out a cloth and go over carpet with it. In pantry only pantry dishes done—no large dinner-plates or cutlery. Girls never laid fires. Miss McDowell did laundry-work two days a week.

(f) Evidence of Leslie James Coxon.] Leslie James Coxon sworn. Defendant. I pay the employees. Do not go into kitchen generally. When I took over hotel I had to consider the position and rearrange staff. There was a kitchen hand, D. E. Burland, who washed plates and pots, and when he did not do it Miss McDowell, general hand, did it. Miss Newport not called to work in kitchen. None of the other girls assisted. General's job to relieve there. That is why she is paid higher wages. 29th December was a day off for Mrs. Mannix. I paid £1 extra for Christmas Day and Boxing Day and New Year's Day. I gave Mrs. Mannix railway ticket and 2s. 6d. expenses. She asked for holiday rate. I said that she had not worked for twenty-six weeks. £2 extra paid to Mrs. Mannix at Christmas time. Howartson, a porter, entitled to £2 17s. 9d. and I paid him £4. He never served in bar. He was dismissed on spot for bad behaviour. Public scene in bar. Before he worked for me he was in room No. 22 for six days and paid nothing. He left on 15th May and was sacked for bad, drunken behaviour. Under award no notice or pay required. Book never covered with blotting-paper, and always open to them. I have nothing to do with girls in house—the only trouble was amongst themselves. Never been in argument with them. I do work in bar—relieved by wife sometimes. Miss Bartlett after she left came and asked for a job. She stayed two days free after she ceased employment. I endeavour to carry out award and pay above the award wage. About four years in hotel business. Hotel sometimes fairly empty.

Cross-examined.] *Re* Howartson, what is in wages-book is correct. Three days owing to him when dismissed. Wages paid to 12th and nothing in hand. He came to my bar drunk from outside. I refused to serve him. He abused me as a drunkard. I had had no liquor. It was about 5 p.m.—there were people in the bar. He was a dirty porter, and the Health Inspector advised him to clean himself and his room. I had always paid him £4—15s. more than barman's wages. It is untrue about what the girls say about work done in kitchen—there was a general hand there. The atmosphere of the place was bad when I took over and I had to make changes. Rex Burland a porter, and Dug. Burland a kitchen hand. Miss Bartlett entered as a housemaid. Miss Hansen paid as general for about two weeks. Would be set out in book—cannot remember myself. I gave them a Christmas box. Mrs. Mannix got £2 over and above that £1. £1 for each week at Christmas and New Year.

(g) Evidence of Agnes Blackshaw.] Agnes Blackshaw sworn. I am a married woman residing at 174 Ferry Road, Christchurch. I went to the Club Hotel at Kaikoura at the end of January, 1940. I went as third cook. Mrs. Mannix who was the chef, Miss McColluck, and I was the third one in the kitchen. No one else helped in the

kitchen. I remember Eileen Jorgensen. She was employed as a housemaid. I never remember seeing her in the kitchen. I saw none of the housemaids. Pearl Hansen was a housemaid. I was not there at the time Miss Newport was there. The housemaids did no washing up in the kitchen whatsoever. The housemaids occasionally washed in the pantry cups and glasses. We had nothing to do with the housemaids whatsoever. I stayed away for five weeks altogether and I came back at the beginning of June. None of these particular people were sacked or given notice while I was there. They all seemed to live in harmony, but they fought generally amongst themselves. I consider it was a good home and I went back a second time. Jean Bartlett and Pearl Hansen had their meals for two days after they had left their appointment. In numbers of cases employees have gone back to the hotel for a second time. Eileen Jorgensen went back after her holidays. I remember a man called Howartson. He was a porter. I remember him only scrubbing inside the bar on the floor. He was treated by Mr. Coxon the best. Howartson was very ill at times. He was always under the influence and spent all his money the next day. Mr. Coxon was extremely kind to Howartson. I came back as a general. I never at any time knew Mr. or Mrs. Coxon giving instructions as to who should work in the kitchen. We knew our work. I took special leave to go away to the North Island. The representative of the union used to ask us every eight weeks if there were any complaints. Nobody had anything to say—we were all satisfied. He took the money in the kitchen before every one. There was never any talk while I was there of the various plaintiffs getting their holiday allowance. I was paid £2 5s. as a general, plus the tax. I have experience of Australia positions. We were allowed too much of our own way. There was no boss there. They were never hard on us. I did not receive any holiday allowance when I left. I left on the 9th October. I was staying as guest from Sunday. When I went away in May I went for a holiday and said I would return. There was some washing up done every night by the housemaids. While they had three cooks there were always three persons present in the kitchen at dinner-time. The general took the place of the cook who was off. Pearl Hansen was the general at the time. I am referring to the time from when I started till Miss Hansen left, which was in March. Miss Hansen relieved on the day that one of the other cooks was off. I am quite sure of that. I am quite sure that none of the other girls washed up in the kitchen. The pantry was a separate room. My job at night when on duty was helping to serve up the dinner and do the washing up. The pots and the meat-plates. Nobody dried for me except one of the porters, or any girl that was off might come in and pick up the cloth. They didn't help me every night. Only occasionally. They needn't have done it. The other two were serving up the dinner. I say now that the general only relieved in the kitchen two days a week. I couldn't say which days these were because we used to chop and change them. We had our regular days, but we used to change with one another. I couldn't tell you which two days in the week Miss Hansen was relieving in the kitchen. She was relieving the third cook, which was myself. The third cook does not do any cooking. On my days off the second cook did my work, but Pearl Hansen had to come in at night to wash up. That would be two nights a week. When the second cook was off the chef would do her work, but I had to serve up at night. I did the washing up also. When Mrs. Mannix was off the second cook did her work. I served up at night. It was only one day in the week, Saturday, when

all the three cooks were on together. There were three working in the kitchen at dinner-time the days I was off. Those were the nights the general worked in the kitchen. Two of us did all the work on the other nights. I washed up in the kitchen three nights in the week, and two nights I was off. The second cook washed up the other two nights. I am quite clear that I washed up three nights a week and three nights only. We have to be out of the kitchen by 7 o'clock. I couldn't say how often it was that the other girls helped me with the drying up in the kitchen. Mrs. Coxon didn't approve of it. Mrs. Coxon is a great worker. She worked in the kitchen if they were short-handed. Mrs. Coxon would do the cooking if we were waiting for a cook. She helped in the kitchen at Easter. She might have washed up dishes or served up puddings in the pantry. My work was entirely in the kitchen. I know everything about what all the girls did when they came on and went off. There have been two first cooks since Mrs. Mannix left. Miss McCulloch left when I left in May. There has been one second cook since then. There have been a tremendous lot a changes in the housemaids and other employees. I don't consider that was any fault of the heads. They fought among themselves. We weren't allowed any drink. Miss Newport was not there in my time. I do not know anything about her. I am quite sure of that. I remember Miss Jorgensen. Mrs. Coxon was always about the place. She would know what work was going on and what every one was doing. Mr. Coxon had nothing to do with the staff. He didn't interfere with us one way or the other. He left the control of the staff to Mrs. Coxon.

Re-examined: Mr. Moloney.] Pearl Hansen did the saucepans and greasy plates two nights a week. Mrs. Coxon was mostly in the bar. I think Miss Hansen left some time in May.

IV. JUDGMENT.

On the 7th May, 1941, the Magistrate gave an oral judgment in favour of the plaintiff in respect of the claim set out in paragraph 6 of the statement of claim and imposed a penalty of 5s. without costs, and the Magistrate gave judgment in favour of the defendant upon all the other claims set out in the statement of claim.

MAGISTRATE'S REASONS FOR JUDGMENT.

I delivered from notes made by me oral judgments on claims by employees and on the claim for penalties. With respect to the claim for penalties there were two main questions for determination, viz. :—

(1) Whether the kitchen at the New Club Hotel, Kaikoura, was a four-handed one.

(2) Whether the girls, as claimed in clauses 1, 2, 5, and 7 of the statement of claim, were general hands.

The claims arose during the period from the 22nd July, 1939, to the 26th February, 1940.

The general position is that Kaikoura is a small township on the Main North Road, one hundred and twenty miles from Christchurch, and a little more than half-way between Christchurch and Blenheim. It has four licensed hotels and two boardinghouses. The guests at the hotels consist for the most part of people passing through the township. Benzine restrictions must naturally have serious effects on these hotels. The through service cars stop in luncheon-hours only. In the absence of a picture-show and other attractions during the daytime, one could infer that the girls working and living in the hotels would have some difficulty in occupying their time during their off days.

1. Mrs. Mannix commenced as first cook on the 27th October, 1939, and left the defendant's employ on the 11th February, 1940. During this period the defendant paid his kitchen hands on the basis of the kitchen being a three-handed one. There was nothing in the evidence to show that an additional hand was at any time employed in the kitchen (see Vol. XXVI, Book of Awards, p. 43). The evidence refers only to assistance given during dinner-time by one person at a time on the regular kitchen hands' days off. Mrs. Mannix says that the way to deal with the rush period was to bring the housemaid down. So far as I can gather from the guest-book, the only period during the time in question that could possibly be called a "rush period" was Christmas time, a portion of January, and one day in February. A fair proportion of the guests book in after dinner. From the 27th October, 1939, to the 21st December, 1940, out of twenty-four available bedrooms an average of only about nine per night were occupied. Only on two nights—viz., 26th December and 31st December—could it be said that the hotel was full, and there is nothing in the guest-book to indicate that shakedown were necessary. I infer from the guest-book that two kitchen hands on six days of the week, and three on one day, should generally have no difficulty in doing all that had to be done in the kitchen during dinner-time.

Mrs. Mannix says that on six days in the week the housemaid used to come into the kitchen from about 5.45 p.m. to 7 p.m. and wash up. Two or three girls used to come in—Jean Newport on about three days a week; Eileen Jorgensen and Jean Bartlett would divide up the other days. Pearl Hansen used to come in occasionally. Over the Christmas and New Year period she says the hotel was full and there were shakedowns everywhere. Jean Newport says that each

housemaid did kitchen-work one day per week, that she did it three or four nights a week, and that Miss Hansen divided with her the six nights. She went on at 6 p.m. and worked until finished and was never finished by 7 p.m. Sometimes she worked until 7.45 p.m. She says also that Miss Jorgensen did not come into the kitchen. Jean Bartlett says that during the last four weeks of her employment she averaged about three days per week at kitchen-work from 6 p.m. to 7.15 p.m. or 7.45 p.m., the average being 7.30 p.m., and that Miss Hansen did kitchen-work three or four days per week.

The wages-book shows that during the period in question, Miss Jorgensen was employed by the defendant from the 22nd July, 1939, to the 16th February, 1940; Miss Bartlett was employed from the 8th January, 1940, to the 26th February, 1940; Miss Newport was employed from the 22nd July, 1939, to the 4th February, 1940; and Miss Hansen from the 24th September, 1939, to the 21st February, 1940.

For the defence, Mrs. Blackshaw, who started as third cook on the 28th January, 1940, and remained as such until the end of the period in question, stated that Pearl Hansen worked in the kitchen two nights per week and that the other girls did not work there, although occasionally a housemaid on her day off would voluntarily assist in drying dishes. Mrs. Blackshaw, although somewhat confused at times, seemed to be a reliable witness. The defendant's wife says that if housemaids assisted in the kitchen, it was to help each other out, and that they were never asked to assist. There were always enough kitchen hands, and that there was always a general to relieve in the kitchen. She also says that there were no shakedown during the period in question. The defendant in effect corroborates her evidence.

The wages-book shows that Miss McDowell was a general hand from the 8th October, 1939, to the 1st March, 1940, and that Miss Hansen was also a general hand from the 28th January, 1940, to the 21st February, 1940. The wages-book also shows that D. Burland was a general and kitchen hand from the 22nd January, 1939, to the 15th October, 1939.

Mrs. Mannix, when in the defendant's employ, made no claim for wages on the basis of a four-handed kitchen, and no housemaid claimed that she was to be paid as a general because of work done in the kitchen.

The evidence called by the plaintiff in respect of the kitchen-work did not satisfy me, and I saw no reason for disbelieving the defendant and his witnesses.

2. I then dealt with clauses 1, 2, 5, and 7 of the statement of claim, in so far as these claims were based on work done by the girls referred to, apart from that alleged to have been done in the kitchen.

The general position is that the hotel has two stories, the upper one containing bedrooms, bathrooms, &c. The north end of the ground floor contains the bars, commercial or public room, and passages leading from the outside to them. This portion is separated from the other portion of the ground floor by swing doors. The other portion of the ground floor contains the kitchen, pantry, dining-room, office, small guest-lounge, stairway, and the entrance from outside.

It is common cause that the girls did no work in the hotel portion of the premises north of the swing doors. They did not work for the defendant in the laundry. In the pantry they did only pantrymaid's work and did not wash dinner-dishes or cutlery. They did all the work upstairs except clean the outsides of the windows. Downstairs they did ordinary housework with the exception of setting the fires, cleaning the windows on both sides, and the front steps and porch. These girls never at any time claimed they should be paid the wages of a general hand. The work done by them downstairs was in connection with the house only, and in my opinion did not necessitate their being paid the wages of a general hand (see Vol. XXVII, p. 443).

In respect to clause 4 of the statement of claim, Mrs. Mannix says she worked for eight hours on her day off—viz., 29th December, 1939. The defendant says she was off on that day. She signed the wages-book setting out that that was her day off. If she had worked on the 29th December she would have been entitled to £2 1s. 5d. extra for that day, and for the special days worked would have been entitled to an additional £1 5s. 6d., making a total of £3 7s. 11d. She says she only received £1 6s. 6d., and I was satisfied that she made no complaint. None of the other employees corroborated her statement.

I found, too, from the guest-book that the 29th December was a very quiet day so far as lodgers were concerned. Only twelve of the twenty-five bedrooms then available were occupied. The occupants of five of these booked in after dinner. The remaining seven were occupied by regular boarders. I was satisfied that Mrs. Mannix did not work on the 29th December as alleged.

She worked on Christmas Day, Boxing Day, and New Year's Day, which are special days according to the award. She was entitled to £1 5s. 6d. extra for working on these days, and says she received £1 6s. 6d. When leaving the defendant's employ on the 11th February, 1940, she claimed only proportionate holiday allowance to which she was not entitled. I was satisfied that she received £2 as stated by the defendant in addition to a Christmas present.

With respect to clause 6 of the statement of claim, Miss Newport in her civil claim for £27 17s. 5d. included an item for holiday allowance (forty-seven weeks, £4 17s. 11d.). On leaving she was paid £2 4s. net holiday allowance, and she says in her evidence that she thought then that she was entitled to £1 or £2 more. I find that she was entitled to £4 1s. 1d., and gave judgment for her for the balance of £1 17s. 1d. and costs.

The defendant had allowed her the proportionate allowance on full pay, but had overlooked the special definition of full pay in section 5 (e) of the award. I thought that under the circumstances a penalty of 5s. was sufficient.

V. NOTICE OF APPEAL.

The appellant duly gave notice of appeal, the Magistrate having first made an order under section 37 of the Statutes Amendments Act, 1938, extending the time for giving notice of appeal, and the appellant has duly lodged the required security. The following is a copy of the notice of appeal:—

Plaint No. 27/1940.

In the Magistrate's Court holden at Kaikoura.—Between the New Zealand Federated Hotel and Restaurant Employees' Industrial Association of Workers, plaintiff, and L. J. Coxon, of Kaikoura, Proprietor of the New Club Hotel, defendant.

TAKE notice that the plaintiff intends to appeal to the Court of Arbitration on point of law and on matter of fact against the judgment of Henry Aiken Young, Esquire, Stipendiary Magistrate, given on the hearing of the above action at Kaikoura on the 7th day of May, 1941.

Dated at Christchurch, this 5th day of June, 1941.

K. G. ARCHER, Solicitor for the Plaintiff.

To the Clerk of the Court at Kaikoura.

To the Defendant.

The question for the determination of this honourable Court is whether the decision of the Magistrate is right in matter of law and in fact.

Signed by the said Magistrate and sealed with the seal of the Magistrate's Court at Kaikoura, this 29th day of July, 1941.

[L.S.]

H. A. YOUNG, Stipendiary Magistrate.

JUDGMENT OF THE COURT, DELIVERED BY TYNDALL, J.

This is an appeal on point of law and on matter of fact against the judgment of H. A. Young, Esquire, Stipendiary Magistrate, delivered on 7th May, 1941.

The appeal is limited to the findings of the learned Magistrate in respect of five claims only—namely, those numbered 1, 2, 3, 5, and 7.

The principal issue is one of fact, and involves the question as to whether certain employees worked for the respondent at certain times in the kitchen of the hotel during the periods mentioned in the statement of claim.

The notes of evidence disclose serious conflict between the testimony of the witnesses for the workers' union and that of the witnesses for the employer, and the learned Magistrate chose to believe the latter.

This Court, by a majority, is of the opinion that an adequate case has not been made out to justify any disturbance of the Magistrate's decision, and the appeal is accordingly dismissed.

Mr. Monteith does not agree, and his dissenting opinion follows.

Dated this 3rd day of September, 1941.

[L.S.]

A. TYNDALL, Judge.

DISSENTING OPINION OF MR. MONTEITH.

I cannot agree with this decision on the written evidence before the Court. The facts are clear that certain workers did kitchen-work and this increased the kitchen staff. The Magistrate, in giving reasons for his judgment, states that the wages-book shows that two workers were general hands and another was a general hand and kitchen hand. The wages-book was produced at the hearing and does not show these workers as so stated. It distinctly shows otherwise. Also, the defendant says he paid above award rates, which would account for the rate shown in the wages-book. The evidence called for the defence is very difficult to follow, just a sample from one witness is sufficient: "The housemaids did no washing up in the kitchen whatsoever." Later the same witness says: "There was some washing up done every night by the housemaids." After a close study of all the written evidence, I am of the opinion that the workers did the work of general hands and so increased the rating of the kitchen. I am of opinion decision of Magistrate should be reversed in cases 1, 2, 3, and 5.

OTAGO HARBOUR BOARD **CASUAL LABOURERS.**—INDUSTRIAL AGREEMENT.

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, this 12th day of August, 1941, between the Otago Harbour Board (hereinafter called "the Board"), of the one part, and the Otago Labourers and Related Trades' Industrial Union of Workers (hereinafter called "the union"), of the other part, witnesseth that it is hereby mutually agreed between the Board and the union as follows:—

SCHEDULE.

Hours of Work.

1. (a) Except where otherwise provided, a full week's work for employees shall be forty hours, to be worked between 7.30 a.m. and 5 p.m. on five days of the week from Monday to Friday, both days to be inclusive. A day's work shall not exceed eight hours.

(b) Work shall commence not earlier than 7.30 a.m. and cease not later than 5 p.m., with one half-hour for lunch on each day of the week from Monday to Friday, except where the Factories Act or other statutes apply. Notwithstanding this provision, the Board may work shifts and tide-work at other than the hours specified herein: Provided that the Board and the union may agree to vary the hours for commencing and ceasing work.

(c) All shifts shall cease not later than 7.30 a.m. on Saturdays: Provided, however, in special circumstances the Board and the union may agree to shift-work or tide-work being carried on until 12 noon on Saturdays.

(d) In any tunnel the hours of work shall not exceed eight hours per day, including half an hour for crib-time. The term "tunnel" shall apply only to tunnels at least 10 ft. in length between shafts.

(e) Six hours shall constitute a day's work in tunnel-work where workers are working in wet places or in foul air, and shall be paid for as if the worker had worked eight hours. For the purpose of this clause a "wet place" shall be deemed to mean a place where the workers are standing in water 2 in. or over in depth or where water is dripping on them.

(f) When men are required to work in wet places the Board shall provide them with water-tight gum boots. Men wearing gum boots shall be allowed to stop work five minutes before the correct time for ceasing work for the purpose of washing and changing gum boots.

(g) On all jobs when work cannot be commenced at the ordinary starting-times in the morning or the afternoon, or is interrupted during the ordinary working-hours owing to inclement weather or other similar cause, men who have reported themselves to the foreman or ganger in charge of the job at the correct starting-time for the morning period of work or for the afternoon period, as the case may be, shall be paid at full rates for the time actually worked by them and at half rates for the difference between four hours and the time actually worked in each period for which they have reported as aforesaid: Provided that when work is not commenced in either period owing to the causes set out above, the men who have reported as aforesaid shall be paid the equivalent of two hours' pay at full rates for each period for which they have reported.

Rates of Wages.

2. The following shall be the minimum wages to be paid to the several classes of workers hereinafter specified:—

		Per Hour.	
		s.	d.
(a)	Labourers employed in tunnels as defined in clause 1 hereof to be paid not less than	2	6½
(b)	Labourers employed in shafts or in trenches to be paid the following rates:—		
	6 ft. to 20 ft.	2	6½
	20 ft. and over	2	7
	For the purpose of this clause a trench is deemed to be an excavation in which the width between the sides or between the inside faces of the polling-boards is less than half the final depth.		
(c)	Skilled timbermen engaged on timbering work—		
	Down to 6 ft. in depth	2	6½
	6 ft. and over	2	8
(d)	Labourers employed on hammer and drill work, certified men using explosives, and labourers operating power-driven drills, picks, or similar quarry tools to be paid	2	6½

	Per Hour.
	s. d.
(e) Labourers working with tar	2 6½
(f) Men in charge of concrete-mixers ..	2 6½
(g) Men engaged in bending reinforcement	2 6½
(h) Men handling dry cement	2 6
(i) Labourers employed in work not otherwise specified	2 5
(j) Leading hands: Men appointed to act as leading hands or gangers, while so employed, to be paid in addition to the rate of wages specified for the particular class of work upon which they are engaged—	

	Per Day.
	s. d.
Supervising four to seven men ..	1 4
Supervising eight to fifteen men ..	1 6
Supervising sixteen or more men ..	2 0

Quarry Workers.

	Per Hour.
	s. d.
3. (a) The minimum wage for all quarry workers shall be not less than ..	2 5
(b) Facemen certified to use explosives to be paid	2 7
(c) Facemen	2 6½
(d) Quarrymen employed on hammer and drill work, certified men using explosives, and men operating power-driven drills and picks or similar quarry tools to be paid ..	2 6½

Accommodation.—All dressing-sheds to have adequate artificial light when necessary and a fireplace in them and shall be used for such purposes only.

Payment of Wages and Termination of Employment.

4. (a) Wages shall be paid not later than Thursday of each week and shall be paid in the Board's time. If it should be necessary for any worker to go to the Board's office to receive his wages, he shall do so in the Board's time.

(b) In the case of workers paid at hourly rates, one hour's notice of termination shall be given on either side, and payment of wages due to the worker shall be made immediately on application at the Harbour Board main office during ordinary office hours.

(c) A worker's employment shall be deemed to continue until all wages due to him have been paid or made available for collection at the office of the Board during ordinary working-hours.

Overtime and Holidays.

5. (a) All work done outside of or in excess of the hours mentioned in clause 1 hereof but subject to the provisions of subclauses (b) and (c) thereof shall count as overtime and shall be paid for at the rate of time and a half for the first three hours and double time thereafter until the ordinary time for commencing work next morning if worked continuously, and double time for actual hours worked on Sunday.

(b) The following shall be recognized as holidays when they fall or are generally held on Monday to Friday, both days inclusive, and no deductions shall be made in respect of such holidays in the case of any worker who has been continuously employed by the Board for not less than two months: New Year's Day, 2nd January, Good Friday, Easter Monday, Sovereign's Birthday, Labour Day, Christmas Day, Boxing Day. Any work performed on any of the foregoing days during ordinary working-hours by men entitled to the holiday shall be paid for at ordinary rates, in addition to the pay for the day as a holiday, and beyond working-hours at double time rates until the ordinary time for commencing work next morning.

Any worker not entitled to payment for the holiday who is employed on Christmas Day or on Good Friday shall be paid double time for the hours worked on those days, and at time and a half rates for the hours worked during ordinary working-hours and at double time rates for the hours worked outside the ordinary working-hours on any of the remaining holidays enumerated above.

This clause shall not apply to labourers employed as watchmen, who may be employed on any of the above holidays at ordinary rates of pay, provided an equivalent holiday on pay is granted at a time convenient to the worker and the Board.

(c) If any of the above-mentioned holidays be generally observed on any other working-day, the provisions of this agreement shall apply to such other day.

(d) In addition to the above holidays, leave on full pay shall be given, if practicable, and arranged by the head of the department concerned, on Anzac Day and the ordinary

working-days between Boxing Day and the 1st of January, but if any employee is required to work on any of those days during ordinary working-hours he shall not be entitled to any additional pay therefor, but shall be given leave with pay for a similar number of days at a later date to be arranged by the head of the department concerned. If any time is worked outside ordinary working-hours on any of these days, it shall be paid for at the rate of time and a half for the first three hours and at double time thereafter until the ordinary time for commencing work next morning if worked continuously.

(e) Should any employee be discharged (other than for misdemeanour) or leave the service before his annual holidays are due, he shall be entitled to a holiday payment on a *pro rata* basis of the service rendered in that year.

Accommodation.

6. (a) The Board shall provide accommodation to the satisfaction of the Inspector of Awards to enable labourers to change their clothes and have their meals, and it shall also provide proper sanitary accommodation for them. Huts or sheds where men have their meals shall not be used for the storage of lime, cement, kerosene, or the cleaning of lamps or tools, &c.

(b) Tents provided for men when they are called upon to camp on or in the vicinity of the work are to be framed and floored, have a 5 ft. stud, timbered up to 2 ft. with rusticating or overlapping boards, and provided with a bunk, mattress, small table, and a fireplace and chimney.

When cookhouses are provided in camps, two men may be required to share a tent, but in camps where men have to cook for themselves each man will be provided with a separate tent.

(c) Huts where provided for men called upon to camp on the work or in the vicinity thereof shall each be of sufficient dimensions to contain not less than 500 cubic feet of air space for each man to be accommodated therein.

Huts shall be lined with timber or timber product and equipped with bunk, mattress, small table, and fireplace.

Two men shall not be required to share one hut in camps where cookhouses are not provided.

This subclause shall not apply to existing accommodation in good condition.

(d) In all camps, sufficient and suitable closets and urinary accommodation shall be provided to the satisfaction of the Inspector.

(e) Suitable provision shall be made for the drying of clothes.

(f) In camps where a cook is employed the Board shall provide and pay the wages of the cook, and supply cooking and eating utensils and fuel for the cookhouse and mess-room only free of charge.

Suburban Work.

7. (a) "Suburban work" shall be deemed to mean work not coming within the definition of "country work" which has to be done at any place more than a mile and a half by the nearest road used by foot-passengers from the Otago Harbour Board store, Richardson Street, Dunedin.

(b) In the case of "suburban work" each worker shall be at the place where the work is to be done at the time for commencement of work. Where transport services are available, the Board shall pay the worker's return fares to and from the stop or station nearest to the Harbour Board store, or to and from any intermediate stop between the Harbour Board store and the place where the work is to be performed which may be nearer to the worker's home, or the Board shall pay his workers at ordinary rates for walking the distance in excess of one and a half miles at the rate of three miles per hour.

Country Work.

8. (a) "Country work" shall be deemed to mean work which has to be done at such a distance from the Otago Harbour Board store as to render daily transport impracticable and which therefore necessitates the worker lodging elsewhere than at his usual place of residence.

Should the distance between a worker's usual residence and the place at which the work is to be performed be less than one mile and a half, then for such worker the work shall not be deemed to be "country work." Should the distance between a worker's usual residence and the place at which the work is to be performed be more than one mile and a half, but not of such a distance as to prevent the worker returning to his usual residence each night, then the provisions of the "suburban" clause shall apply. •

(b) The Board shall convey the worker free of charge, or pay his fare to and from "country work" once every three months during the continuance of the work. If, however, the worker is withdrawn from such work by the Board, or

if he returns therefrom requiring medical attention in consequence of accident or sickness arising out of and in the course of the employment and is in either case again required on the work, the Board shall again convey him or pay his fare to and from such work.

(c) Time occupied in travelling to a job for the first time or from and back to a job if recalled by the Board, or from the job on completion of the worker's employment on the job, shall be paid for at the ordinary rates; but no worker shall be paid more than an ordinary day's wage for any day occupied by him in travelling, although the hours occupied may exceed eight, unless he is on the same day occupied in working for the Board. Time occupied in travelling on Saturday shall be paid for at ordinary rates: Provided that any worker called upon to travel more than four hours on Saturday shall be paid for eight hours at ordinary rate.

(d) The Board shall either provide the worker while on "country work" with suitable board and lodging or in lieu thereof pay him for each working-day the sum of 6s.: Provided, further, that when the Board provides accommodation as set out in clause 6 (f) hereof the payment in lieu of board shall be 3s. for each working-day.

(e) Notwithstanding anything contained in this agreement, the Board may agree with a worker that in respect of any specified "country work" the hours of work in excess of eight per day shall be paid for at ordinary rates, provided that the hours in excess of forty in any one week are paid for at time and a half rates.

Oilskins and Gum Boots.

9. Any worker called upon by the Board to work in all weather shall be provided with sou'wester hat, oilskin coat, and properly-fitting gum boots.

Meal-money.

10. Workers who are required to work overtime after 6 p.m. shall be paid the sum of 2s. each meal-money, provided they cannot reasonably get home for a meal during the meal interval. This allowance need not be paid provided the worker is notified on the previous day of the Board's intention to work overtime.

Refreshments.

11. An interval of not more than ten minutes shall be allowed for morning tea, to be taken as soon as practicable after 10 a.m. One man on each job shall be allowed ten minutes extra for preparing morning tea.

Wet Work.

12. Men engaged in wet work shall receive 2d. per hour extra. What constitutes wet work shall be decided by the Board's Engineer and the secretary of the union.

Tools.

13. All tools shall be provided by the Board.

Accidents.

14. On jobs where ten or more men are employed, the ganger or foreman shall be supplied with a suitable first-aid outfit for the use of the men in the event of accident.

Union Representative.

15. For the purpose of securing the efficient operation of this agreement in accordance with section 19 of the amended Industrial Conciliation and Arbitration Act, 1936, the union's representative shall be allowed full access to all jobs covered by this agreement in order to interview any worker, but so as not to interfere unreasonably with the Board's business.

Job Stewards.

16. Employees appointed by the union to act as "job stewards" shall be allowed to collect union subscriptions during the actual paying out of wages on the job on which the steward is employed.

Disputes Committee.

17. If any dispute shall arise in connection with the operation of this agreement, then, in order that the work of the Board shall always proceed as if no dispute had arisen, the question in dispute shall be referred to a Disputes Committee composed of three representatives appointed by the union and three representatives appointed by the Board. Failing settlement the question shall be referred to the Court of Arbitration for its ruling.

Preference Clause.

18. (a) It shall not be lawful for any employer bound by this agreement to employ or to continue to employ in any position or employment subject to this agreement any adult person who is not for the time being a member of an industrial union of workers bound by this agreement or who is not for the time being a member of a trade-union which was registered as such before the 1st day of May, 1936, and which is bound by this agreement: Provided, however, that any non-unionist may be continued in any position or employment by an employer bound by this agreement during any time while there is no member of a union bound by this agreement who is available to perform the particular work required to be done and is ready and willing to undertake it.

(b) For the purposes of subclause (a) of this clause a person of the age of eighteen years or upwards, and every other person who for the time being is in receipt of not less than the minimum rate of wages prescribed by this agreement for workers of the age of twenty-one and upwards, shall be deemed to be an adult.

Under-rate Workers' Clause.

19. (a) Any worker who considers himself incapable of earning the minimum wage fixed by this agreement may be paid such lower wage as may from time to time be fixed, on the application of the worker after due notice to the union, by the local Inspector of Awards or such other person as the Court may from time to time appoint for that purpose; and such Inspector or other person in so fixing such wage shall have regard to the worker's capability, his past earnings, and such other circumstances as such Inspector or other person shall think fit to consider after hearing such evidence and argument as the union and such worker shall offer.

(b) Such permit shall be for such period, not exceeding six months, as such Inspector or other person shall determine, and after the expiration of such period shall continue in force until fourteen days' notice shall have been given to such worker by the secretary of the union requiring him to have his wage again fixed in manner prescribed by this clause: Provided that in the case of any person whose wage is so fixed by reason of old age or permanent disability it may be fixed for such longer period as such Inspector or other person shall think fit.

(c) Notwithstanding the foregoing, it shall be competent for a worker to agree in writing with the president or secretary of the union upon such wage without having the same so fixed.

(d) It shall be the duty of the union to give notice to the Inspector of Awards of every agreement made with a worker pursuant hereto.

(e) It shall be the duty of an employer, before employing a worker at such lower wage, to examine the permit or agreement by which such wage is fixed.

Scope of Agreement.

20. The operation of this agreement is limited to work undertaken by casual workers employed by the Otago Harbour Board within the area lying within a radius of nineteen miles from the Chief Post-office in the City of Dunedin, but nothing in this agreement shall apply to nor restrict the employment on any work to be undertaken by the Otago Harbour Board of workers who are members of the New Zealand Harbour Boards' Employees' Industrial Union of Workers or members of any other appropriate trade-union.

Increase in Rates of Remuneration.

21. All rates of remuneration, including time and piece wages and overtime and other special payments provided for in this industrial agreement, shall be subject to the provisions of the general order dated 9th August, 1940, under the Rates of Wages Emergency Regulations 1940, increasing rates of remuneration by an amount equal to 5 per cent. thereof.

Term of Agreement.

22. This agreement shall come into force on the 1st day of August, 1941, and shall continue in force until the 31st day of July, 1942.

In witness whereof the common seal of the Otago Harbour Board, as employer, was hereunto affixed in the presence of—

[L.S.]

RICHARD S. THOMPSON, Chairman.
JNO. B. WATERS, Deputy Chairman.
J. RENTON, Secretary.

In witness whereof the common seal of the Otago Labourers and Related Trades' Industrial Union of Workers was hereunto affixed in the presence of—

[L.S.]

E. R. BROOKS, President.
J. CLEARY, Vice-President.
R. MCINTYRE, Secretary.

**CANTERBURY COAL, COKE, AND FIREWOOD WORKERS.—
AWARD.**

In the Court of Arbitration of New Zealand, Canterbury Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments; and in the matter of an industrial dispute between the Canterbury Builders' and General Labourers and Related Workers' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

Canterbury Farmers' Co-operative Association, Ltd.,
Timaru.

Johnston, Robert, 235 Waltham Road, Christchurch.

McClatchie, G., and Co., 160 Hereford Street, Christchurch.

Reese Bros., Ltd., Colombo Street, Christchurch.

McCully, C. S., Ltd., Timber and Coal Merchants, Tuam Street, Christchurch.

Point Elizabeth Co-operative Coal-miners' Depot, Ltd.,
Coal and Wood Merchants, 157 Worcester Street,
Christchurch.

Westport Coal Co., Ltd., Coal-merchants, 178 Manchester Street, Christchurch.

State Coal Contractors, Moorhouse Avenue, Christchurch.

Maddens Ltd., Coal, Coke, and Firewood Merchants,
13 Papanui Road, Christchurch.

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the above-mentioned dispute, and having heard the union by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, doth hereby order and award :—

That, as between the union and the members thereof and the employers and each and every of them, the terms, conditions, and provisions set out in the schedule hereto and of this award shall be binding upon the union and upon every member thereof and upon the employers and upon each and every of them, and that the said terms, conditions, and

provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this award; and, further, that the union and every member thereof and the employers and each and every of them shall respectively do, observe, and perform every matter and thing by this award and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this award or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same. And the Court doth hereby further award, order, and declare that any breach of the said terms, conditions, and provisions set out in the schedule hereto shall constitute a breach of this award, and that a penalty as by law provided shall be payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect as hereinafter provided and shall continue in force until the 22nd day of August, 1942, and thereafter as provided by subsection (1) (d) of section 89 of the Industrial Conciliation and Arbitration Act, 1925.

In witness whereof the seal of the Court of Arbitration hath hereto been affixed, and the Judge of the Court hath hereunto set his hand, this 22nd day of August, 1941.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE.

Hours of Work.

1. (a) The hours of work shall be forty-four per week from the 1st April to 30th September, and forty per week from the 1st October to the 31st March. The working-hours shall be not more than eight on five days of the week and not more than four on the day of the weekly half-holiday.

(b) Not more than five hours may be worked without an interval of at least three-quarters of an hour for a meal.

Overtime.

2. (a) Overtime shall be worked as required by the employer, and time worked in excess of or outside the hours provided in clause 1 hereof shall be overtime. Overtime calculated upon a daily basis shall be paid for at the rate of time and a half for the first three hours on any day other than Saturdays and at double time rates thereafter. In the case of Saturdays, overtime rates shall be time and half for

the first four hours and double time thereafter. Notwithstanding anything hereinbefore contained, work required to be done to repair or prevent the breakdown of the plant shall be paid for at ordinary rates.

(b) Where a worker is not notified on the previous working-day that he will be required to work overtime, he shall be paid 1s. 6d. meal-money if he works overtime after 6 p.m. and is unable to get home for a meal in the time allowed for his meal interval.

Holidays.

3. (a) The following shall be recognized as holidays, and each worker shall be paid at ordinary rates for any such holiday which falls on a working-day: New Year's Day, Good Friday, Easter Monday, Anzac Day, the Sovereign's Birthday, Labour Day, Christmas Day, Boxing Day, and Show Day.

(b) For work done on any holiday mentioned in subclause (a) hereof payment shall be made at the rate of double time in addition to any payment due under subclause (a).

Annual Holiday.

4. All workers for whom a weekly wage is herein provided shall be allowed an annual holiday of one week on full pay on completion of each twelve months' service. If any worker leaves or be discharged (except for misconduct) before completing twelve months' service, but more than three months, he shall be allowed a proportionate holiday or payment in lieu thereof.

Wages.

5. (a) The following shall be the minimum rates of wages:—

		Per Week.		
		£	s.	d.
Coal-yard labourers employed on a	weekly basis	4	10	0
Sawyers in coal-yards employed on a	weekly basis	4	14	0

Casual workers in coal-yards shall be paid the following hourly rates—

		Per Hour.	
		s.	d.
Sawyers .. .. .	.. .. .	2	5
Other workers .. .. .	.. .. .	2	4½

(b) A casual worker in a coal-yard is a worker paid at an hourly rate. Where a worker's grading is altered from weekly to hourly status, the employer shall notify the worker at his engagement or at the time when such alteration is to take effect of the change in his grading.

(c) The weekly wages prescribed in this clause shall be increased by 10 per cent. when a forty-four-hour week is worked in accordance with clause 1.

Employment of Youths.

6. Employers may employ youths in the proportion of one youth to each three or fraction of three men at not less than the following rates of wages:—

	Per Week.		
	£	s.	d.
From 17 to 17½ years of age ..	1	15	0
From 17½ to 18 years of age ..	2	0	0
From 18 to 18½ years of age ..	2	5	0
From 18½ to 19 years of age ..	2	10	0
From 19 to 20 years of age ..	3	0	0
From 20 to 21 years of age ..	3	10	0
And thereafter the adult rates.			

Increase in Rates of Remuneration.

7. All rates of remuneration, including time and piece wages and overtime and other special payments provided for in this award, shall be subject to the provisions of the general order dated 9th August, 1940, under the Rates of Wages Emergency Regulations 1940, increasing rates of remuneration by an amount equal to 5 per cent. thereof.

General Conditions.

8. (a) The secretary or other authorized officer of the union shall, with the consent of the employer (which consent shall not be unreasonably withheld), be entitled to enter at all reasonable times upon the premises or works and there interview any workers, but not so as to interfere unreasonably with the employer's business.

(b) On request of the union secretary the employer shall furnish a list of employees when requested to do so, provided that such list may not be required at shorter periods than three months.

(c) Employers shall provide accommodation for dining and for drying clothes and shall provide facilities for washing.

(d) Workers shall be allowed an interval of not more than ten minutes each morning and afternoon for refreshments, provided there is no full cessation of the work.

(e) Piecework is prohibited, and it shall be a breach of this award for an employer to pay workers on a commission basis.

Matters not provided for.

9. If a dispute shall arise between the parties to this award upon any matters arising out of or in connection with the award and not specifically dealt with therein, it shall be referred to a committee comprised of two representatives of the union and two representatives of the employers, who shall appoint an independent chairman for decision. The decision of a majority of this committee shall be binding, except that any party adversely affected thereby shall have the right, within fourteen days after the decision is given, to appeal against the decision to the Court of Arbitration, which, after hearing the parties, may amend the decision in any way as it may consider necessary or desirable.

Terms of Engagement.

10. (a) In all cases where weekly wages are paid a week's notice of dismissal or of resignation shall be given by the employer or the worker; but this shall not prevent any employer from summarily dismissing any worker for misconduct or other good cause.

(b) All wages due shall be paid on the dismissal of a worker.

(c) Wages, including overtime, shall be paid weekly, not later than Thursday.

(d) An employer shall be entitled to make a rateable deduction from the weekly wages of any employee covered by this award for any time lost through such employee's sickness, accident, or default, or voluntary absence with the consent of the employer.

Extension of Hours under Factories Act.

11. Pursuant to the provisions of section 3 of the Factories Amendment Act, 1936, the limits of hours fixed by subsection (1) of that section are hereby extended upon the terms of this award in respect of every occupier of a factory bound or to be bound by such award.

Closing of Shops.

12. In exercise of the power vested in the Court by section 69 of the Shops and Offices Act, 1921-22, as amended by section 17 of the Shops and Offices Amendment Act, 1927, it is ordered that the business premises (shops) carrying on the business covered by this award in those areas within the district covered by this award to which section 31 of the Shops and Offices Act, 1921-22, applies shall be closed on five working-days of the week from the hour of 5 p.m. to midnight, and on the day of the statutory half-holiday from the hour of 1 p.m. to midnight.

Workers to be Members of Union.

13. (a) It shall not be lawful for any employer bound by this award to employ or to continue to employ in any position or employment subject to this award any adult person who is not for the time being a member of an industrial union of workers bound by this award or who is not for the time being a member of a trade-union which was registered as such before the 1st day of May, 1936, and which is bound by this award: Provided, however, that any non-unionist may be continued in any position or employment by an employer bound by this award during any time while there is no member of a union bound by this award who is available to perform the particular work required to be done and is ready and willing to undertake it.

(b) For the purposes of subclause (a) of this clause a person of the age of eighteen years or upwards, and every other person who for the time being is in receipt of not less than the minimum rate of wages prescribed by this award for workers of the age of twenty-one years and upwards, shall be deemed to be an adult.

(NOTE.—Attention is drawn to subsection (4) of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, which gives to workers the right to join the union.)

Under-rate Workers.

14. (a) Any worker who considers himself incapable of earning the minimum wage fixed by this award may be paid such lower wage as may from time to time be fixed, on the application of the worker after due notice to the union, by the local Inspector of Awards or such other person as the Court may from time to time appoint for that purpose; and such Inspector or other person in so fixing such wage shall

have regard to the worker's capability, his past earnings, and such other circumstances as such Inspector or other person shall think fit to consider after hearing such evidence and argument as the union and such worker shall offer.

(b) Such permit shall be for such period, not exceeding six months, as such Inspector or other person shall determine, and after the expiration of such period shall continue in force until fourteen days' notice shall have been given to such worker by the secretary of the union requiring him to have his wage again fixed in manner prescribed by this clause: Provided that in the case of any person whose wage is so fixed by reason of old age or permanent disability it may be fixed for such longer period as such Inspector or other person shall think fit.

(c) Notwithstanding the foregoing, it shall be competent for a worker to agree in writing with the president or secretary of the union upon such wage without having the same so fixed.

(d) It shall be the duty of the union to give notice to the Inspector of Awards of every agreement made with a worker pursuant hereto.

(e) It shall be the duty of an employer, before employing a worker at such lower wage, to examine the permit or agreement by which such wage is fixed.

Application of Award.

15. This award shall apply to the original parties named herein, and shall extend to and bind as subsequent party hereto every trade-union, industrial union, industrial association, or employer, who, not being an original party hereto, is, when this award comes into force or at any time whilst this award is in force, connected with or engaged in the industry to which this award applies within the industrial district to which this award relates.

Scope of Award.

16. This award shall operate throughout the Canterbury Industrial District.

Term of Award.

17. This award, in so far as it relates to wages, shall be deemed to have come into force on the 5th day of May, 1941, and so far as all the other conditions of this award are concerned it shall come into force on the day of the date hereof; and this award shall continue in force until the 22nd day of August, 1942.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the Court hath hereunto set his hand, this 22nd day of August, 1941.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM.

This award embodies the terms of settlement arrived at by the assessors in Conciliation Council, and the Court has reinserted the "Closing of Shops" clause of the previous award. Wages have been made payable retrospectively in accordance with the agreement of the parties.

A. TYNDALL, Judge.

NEW ZEALAND RACECOURSE EMPLOYEES.—AWARD.

[Filed in the Office of the Clerk of Awards, Wellington.]

In the Court of Arbitration of New Zealand, Northern, Taranaki, Wellington, Nelson, Marlborough, Westland, Canterbury, and Otago and Southland Industrial Districts.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments; and in the matter of an industrial dispute between the New Zealand Federated Labourers and Related Trades' Industrial Association of Workers (hereinafter called "the union") and the under-mentioned clubs (hereinafter called "the employers") :—

NORTHERN INDUSTRIAL DISTRICT.

Auckland Racing Club, Auckland.
Auckland Trotting Club, Auckland.
Avondale Jockey Club, Auckland.
Cambridge Trotting Club, Cambridge.
Ohinemuri Jockey Club, Paeroa.
Rotorua and Bay of Plenty Hunt Club, Rotorua.
Te Aroha Jockey Club, Te Aroha.
Waikato Racing Club, Hamilton.
Waipa Racing Club, Te Awamutu.

TARANAKI INDUSTRIAL DISTRICT.

Egmont Racing Club, Hawera.
Taranaki Jockey Club, New Plymouth.
Egmont-Wanganui Hunt Club, Waverley.
Waverley Racing Club, Waverley.

WELLINGTON INDUSTRIAL DISTRICT.

Hawke's Bay Jockey Club, Hastings.
 Manawatu Racing Club, Palmerston North.
 Masterton Racing Club, Masterton.
 Napier Park Racing Club, Napier.
 Wanganui Jockey Club, Wanganui.
 Wellington Racing Club, Wellington.
 Wellington Trotting Club, Petone.
 Woodville District Jockey Club, Woodville.

MARLBOROUGH INDUSTRIAL DISTRICT.

Marlborough Racing Club, Blenheim.
 Marlborough Trotting Club, Blenheim.

WESTLAND INDUSTRIAL DISTRICT.

Greymouth Jockey Club, Greymouth.
 Hokitika Trotting Club, Hokitika.
 Westland Racing Club, Hokitika.

CANTERBURY INDUSTRIAL DISTRICT.

Banks Peninsula Racing Club, Christchurch.
 Canterbury Jockey Club, Christchurch.
 N.Z. Metropolitan Trotting Club, Christchurch.
 South Canterbury Hunt Club, Timaru.
 South Canterbury Jockey Club, Timaru.

OTAGO AND SOUTHLAND INDUSTRIAL DISTRICT.

Birchwood Hunt Club, Otautau.
 Dunedin Jockey Club, Dunedin.
 Forbury Park Trotting Club, Dunedin.
 Otago Hunt Club, Dunedin.
 Otautau Racing Club, Otautau.
 Riverton Racing Club, Riverton.

NELSON INDUSTRIAL DISTRICT.

Nelson Racing Club, Nelson.

THE COURT of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the above-mentioned dispute, and having heard the union by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, doth hereby order and award:—

That, as between the union and the members thereof and the employers and each and every of them, the terms, conditions, and provisions set out in the schedule hereto and of this award shall be binding upon the union and upon every

member thereof and upon the employers and upon each and every of them, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this award; and, further, that the union and every member thereof and the employers and each and every of them shall respectively do, observe, and perform every matter and thing by this award and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this award or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same. And the Court doth hereby further award, order, and declare that any breach of the said terms, conditions, and provisions set out in the schedule hereto shall constitute a breach of this award, and that a penalty as by law provided shall be payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect as hereinafter provided and shall continue in force until the 1st day of September, 1942, and thereafter as provided by subsection (1) (d) of section 89 of the Industrial Conciliation and Arbitration Act, 1925.

In witness whereof the seal of the Court of Arbitration hath hereto been affixed, and the Judge of the Court hath hereunto set his hand, this 20th day of August, 1941.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE.

Definition.

1. (a) This award shall cover all outside workers employed by racing, trotting, and hunt clubs, except totalizator employees, men in charge of number boards, employees working in ticket-boxes, gatekeepers and turnstile attendants handling money, tradesmen, or employees substantially employed as drivers or carters, or workers covered by another award.

(b) A "groundsman" employed under this award is a worker who is substantially employed to keep in necessary order the grass spaces, shrubs, trees, and paths.

(c) A "trackman" is a worker who is substantially employed in preparing and attending to the training tracks.

(d) A male worker not otherwise specified is a worker employed in doing all kinds of unskilled work and assisting the gardener, and/or the trackman, and/or the groundsman in the general maintenance of the racecourse and its surroundings.

(e) A "weekly employee" is a worker who is paid on a weekly basis.

Wages.

2. (a) The minimum rates of wages shall be:—				Per Week.		
				£	s.	d.
Gardener .. .. .	..	..	..	5	5	0
Groundsman .. .. .	..	..	..	4	17	6
Trackmen .. .. .	..	..	..	5	2	6
Male workers not otherwise specified in this award: 20s. per day or £4 15s. per week.						

(b) Casual workers working on race-days shall receive a minimum payment of 10s. for any part of a day's work up to three hours: Provided that where the work extends beyond 1 p.m. such workers shall be paid not less than 20s.

(c) The wages for casuals employed by the day on race-days shall be a minimum of 20s. per day.

(d) Casuals may be employed on Sunday following a race-day held on a Saturday at not less than 20s. for a day's work or any part of a day's work.

(e) When a weekly worker is employed on a race-day held on a public or a statutory holiday and/or on a Saturday, he shall be paid, in addition to his ordinary weekly wages, only the daily rate provided for a casual worker on race-days.

(f) All workers shall be provided with a meal on race-days or, in lieu thereof, a meal allowance of 1s. 6d.

(g) The employer may make a rateable deduction from the weekly wages prescribed for any time lost by the worker through sickness, accident, or default.

(h) Wages shall be paid weekly or fortnightly as arranged between the employer and the worker; but casual workers shall be paid immediately before the termination of the meeting.

(i) Watchmen: The provisions relating to the hours of work, wages, and holidays shall, in lieu of anything elsewhere contained in this award, be as agreed upon between the club, the worker, and the union.

(j) No worker covered by this award now in receipt of a higher rate of wages shall have his wages reduced by virtue of the coming into force of this award.

(k) The above-described classification shall apply to the following clubs:—

Auckland Racing Club.
Auckland Trotting Club.
Canterbury Jockey Club.

Canterbury Park Trotting Club.
 Dunedin Jockey Club.
 Forbury Park Trotting Club.
 Manawatu Racing Club.
 New Zealand Metropolitan Trotting Club.
 Waikato Racing Club.
 Wellington Racing Club.

(l) All racecourse workers employed in the capacity of caretakers and/or groundsmen, and/or male workers not otherwise specified, by all other clubs as defined by the rules of racing or trotting and not included in subclause (k) hereof may undertake any work in or about a course without restriction as to duties, and shall be paid, if continuously employed for one week, a minimum of £4 15s. per week, or, if employed as casuals, a minimum of 2s. 6d. per hour.

(m) The conditions outlined in the foregoing subclause (l) may be varied by agreement between the representatives of the New Zealand Federated Labourers and Related Trades' Industrial Association of Workers and the representatives of the New Zealand Employers' Federation. Failing an agreement between the parties, the matter shall be referred to the disputes committee herein provided.

Hours of Work.

3. (a) Except as provided in subclause (b) hereof, and except on race-days (when the hours of work shall not exceed nine per day without restriction as to clock hours), the usual hours of work shall not exceed eight per day, to be worked between 7.30 a.m. and 5 p.m. from Monday to Friday, both days inclusive.

(b) Workers employed in attending to or preparing the tracks, and classified as trackmen, shall work forty hours per week from Monday to 12 noon on Saturday inclusive, and such workers shall commence work at any hour deemed necessary by the employer, but not more than seven hours—to be worked consecutively (excluding a break for a meal)—shall be worked in any one day without payment of overtime.

(c) Nothing in subclauses (a) and (b) hereof shall prevent a caretaker from performing essential duties on Sunday without payment of overtime. This subclause shall not apply to the clubs mentioned in clause 2 (k) hereof.

Holidays.

4. (a) Holidays up to ten in number in each year shall be allowed to weekly workers without deduction from wages, but should a race-day fall on a public or statutory holiday another day may be substituted without deduction from wages by arrangement between the employer and the worker. When a statutory holiday falls within the period of employment of a weekly worker the provisions of this subclause shall apply.

(b) In addition to the above-described holidays and to compensate for the elasticity of the general conditions respecting statutory holidays, workers covered by this award shall be granted ten working-days' annual leave on full pay after each full year of service.

(c) Should a worker, after notice has been given as provided in clause 6 hereof, leave his employment or be dismissed other than for misconduct after he has completed three months' continuous service with the same employer, he shall be entitled to a holiday or equivalent wages proportionate to the service he has completed.

(d) Where considered practicable by the employer, such holidays shall be given in proximity to the Christmas or Easter holidays, or at such other time as may be mutually agreed upon.

Overtime.

5. Except where otherwise provided, all work performed outside of or in excess of the hours provided in clause 3 shall be deemed to be overtime, and shall be paid for at the rate of time and a half for the first four hours in any one day and double time thereafter.

Termination of Employment.

6. In the case of weekly workers, one week's notice on either side shall terminate the employment, and in the case of other workers, except those employed by the day, two hours' notice on either side shall terminate the employment.

General Provisions.

7. (a) Safety Devices: Where men are called on to work at a height above the ground adequate provision shall be made for their safety.

(b) Oilskins, &c.: Where permanent men are required to work in the rain, oilskins shall be provided.

Disputes Committee.

8. The essence of this award being that the work of the employer shall not on any account whatsoever be impeded but shall always proceed as if no dispute had arisen, it is provided that if any dispute or difference shall arise between the parties bound by this award, or any of them, as to any matter whatsoever arising out of or connected therewith and not dealt with herein, every such dispute or difference shall be referred to a committee to be composed of one representative of each side together with an independent chairman to be mutually agreed upon or, in default of agreement, to be appointed by the Conciliation Commissioner for the district. If such committee cannot agree, it shall refer the matter to the Court. Either side shall have the right to appeal to the Court against a decision of any such committee upon giving to the other side written notice of such appeal within fourteen days after such decision has been made known to the party desirous of appealing.

Conditions for Trotting Clubs which Race on Clay Tracks.

9. To provide for the special circumstances pertaining to clay tracks, it is provided that, notwithstanding anything contained elsewhere in this award, the hours for permanent trackmen employed by trotting clubs which race on clay tracks shall be eighty per fortnight. The provisions of this clause shall apply from two weeks prior to the commencement of any race meeting held on such tracks until the conclusion of such meeting and including the day or days on which the meeting is held.

Exemptions.

10. The following special conditions shall apply to the Auckland Racing Club:—

(a) Gardeners:—

- (i) The ordinary hours of work shall not exceed forty-four in any one week, and may be worked on any six days of the week: Provided that time worked on Sunday shall count as double the time actually worked.
- (ii) Gardeners shall be paid a minimum wage of £5 7s. 6d. per week.

- (iii) The employer may make a rateable deduction from the weekly wages prescribed for any time lost by the worker through sickness, accident, or default.
- (iv) A gardener shall be allowed twelve consecutive days' holiday (excluding all Saturdays) on full pay at the end of each year's service at a time to be mutually arranged between the employer and worker.

If a gardener leaves or is dismissed, except for misconduct, after he has completed three months' service, he shall be granted pay in lieu of holidays in proportion to his length of service.

- (v) Clauses 2, 3, and 4 hereof shall not apply to gardeners.
- (vi) Nothing in this award shall apply to the head gardener employed at Ellerslie.

(b) *Trackman*: Nothing in this award shall apply to the worker now classified as the trackman so long as he is paid a weekly wage of not less than £5 10s.

(c) In other respects the provisions of this award shall apply to the Auckland Racing Club.

Under-rate Workers.

11. Any worker who considers himself incapable of earning the minimum wage fixed by this award may be paid such lower wage as may from time to time be fixed between the worker, the union, and the employer.

Workers to be Members of Union.

12. (a) It shall not be lawful for any employer bound by this award to employ or to continue to employ in any position or employment subject to this award any adult person who is not for the time being a member of an industrial union of workers bound by this award or who is not for the time being a member of a trade-union which was registered as such before the 1st day of May, 1936, and which is bound by this award: Provided, however, that any non-unionist may be continued in any position or employment by an employer bound by this award during any time while there is no member of a union bound by this award who is available to perform the particular work required to be done and is ready and willing to undertake it.

(b) For the purposes of subclause (a) of this clause a person of the age of eighteen years or upwards, and every other person who for the time being is in receipt of not less than the minimum rate of wages prescribed by this award for workers of the age of twenty-one years and upwards, shall be deemed to be an adult.

(NOTE.—Attention is drawn to subsection (4) of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, which gives to workers the right to join the union.)

Increase in Rates of Remuneration.

13. All rates of remuneration, including time and piece wages and overtime and other special payments provided for in this award, shall be subject to the provisions of the general order dated 9th August, 1940, under the Rates of Wages Emergency Regulations 1940, increasing rates of remuneration by an amount equal to 5 per cent. thereof.

Application of Award.

14. This award shall apply to the original parties named herein, and shall extend to and bind as subsequent party hereto every trade-union, industrial union, industrial association, or employer who, not being an original party hereto, is, when this award comes into force or at any time whilst this award is in force, connected with or engaged in the industry to which this award applies within the industrial districts to which this award relates.

Scope of Award.

15. This award shall operate throughout the Northern, Taranaki, Wellington, Nelson, Marlborough, Westland, Canterbury, and Otago and Southland Industrial Districts.

Term of Award.

16. This award, in so far as it relates to wages, shall be deemed to have come into force on the 14th day of August, 1941, and so far as all the other conditions of this award are concerned this award shall come into force on the day of the date hereof; and this award shall continue in force until the 1st day of September, 1942.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the Court hath hereunto set his hand, this 20th day of August, 1941.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM.

The award embodies the recommendations arrived at by the assessors in Conciliation Council.

A. TYNDALL, Judge.

BRITISH BUTTONS AND BUCKLES, LTD., EMPLOYEES.—AGREEMENT UNDER THE LABOUR DISPUTES INVESTIGATION ACT, 1913.

THIS agreement, made this 28th day of May, 1941, between the New Zealand (except Northern Industrial District) Amalgamated Engineering and Related Trades Union of Workers, of the one part, and British Buttons and Buckles, Ltd., Plunket Avenue, Petone (hereinafter called "the employers"), of the other part, whereby it is mutually agreed by and between the parties hereto as follows, that is to say:—

1. That the terms, conditions, stipulations, and provisions contained and set out in the schedule hereto shall be binding upon the said parties, and they shall be deemed to be and are hereby incorporated in and declared to form part of this agreement.

2. The said parties hereto shall respectively do, observe, and perform every matter and thing by this agreement, and by the said terms, conditions, stipulations, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this agreement, or of the said terms, conditions, stipulations, and provisions, but shall in all respects abide by and perform the same.

The said terms and conditions of this agreement shall come into force from the day and date hereof (30th day of May, 1941), and shall continue in operation until the 29th day of May, 1942, unless revoked by any new agreement made by and between the said parties hereto.

Should any dispute arise at any time concerning any matter not specifically provided for or in relation to any matter that is specifically provided for in this agreement, such matter shall first be referred to a Disputes Committee, which shall consist of two representatives of the New Zealand (except Northern Industrial District) Amalgamated Engineering and Related Trades Union of Workers, and two representatives of the British Buttons and Buckles, Ltd., Plunket Avenue, Petone. Failing a settlement being arrived at by the Disputes Committee, the matter in dispute shall be referred by the Local Committee to the Court of Arbitration for settlement.

SCHEDULE.

Application of Agreement.

1. This agreement shall apply to the workers employed by British Buttons and Buckles, Ltd., Plunket Avenue, Petone, in the manufacture and preparation of casein and synthetic products, or any products incidental to the manufacture of buttons or buckles and all dress accessories, but shall not include workers covered by another award.

Hours of Work.

2. (a) Forty hours shall constitute an ordinary week's work, of which not more than eight hours may be worked on each day from Monday to Friday inclusive, and between the hours of 7.30 a.m. and 5 p.m. The time of starting and ceasing work between these hours shall be mutually arranged in each establishment, with a break of not more than one hour for lunch.

(b) No worker shall be required to work more than four and a quarter hours continuously without an interval of at least three-quarters of an hour for a meal.

Shifts.

3. Notwithstanding anything elsewhere contained in this agreement, shifts may be worked as required by the employer. In factories or workshops where a worker is required to work not more than three consecutive afternoons or nights on shift-work outside the hours prescribed in clause 2 hereof, he shall be paid at overtime rates as provided in clause 6 hereof. If he is required to work more than three consecutive afternoon or night shifts, he shall be paid, in addition to ordinary rates while employed on such shifts, 10 per cent. extra while employed on such shifts.

Overtime.

4. (a) All work done on any day in excess of the hours prescribed in clause 2 hereof shall be deemed to be overtime and shall be paid for at the rate of time and a half for the first three hours and double time thereafter.

(b) No junior shall be called upon to work overtime on more than three nights per week, unless by agreement with the union.

Holidays.

5. The following shall be the recognized holidays:—

- (a) New Year's Day and the day following, Good Friday, Easter Monday, Anzac Day, King's Birthday, Labour Day, Christmas Day, and Boxing Day.
- (b) All workers who have been employed in the factory any time during the fortnight ending of the day on which any of the above-mentioned holidays occur shall be paid therefor.
- (c) No payment over and above the ordinary week's wages shall be made to any worker for a holiday which falls on what is not ordinarily a working-day, except for work actually performed on such day.
- (d) Any worker employed on any of the aforesaid holidays shall be paid double time rates therefor, such wage to be in addition to the ordinary weekly wage.
- (e) Notice of closing down for Christmas holidays shall be posted in a conspicuous place for at least three days before the holidays.

Annual Holiday.

6. (a) An annual holiday of five working-days on full pay shall be granted to every worker on completion of every twelve months' continuous service, calculated from the date of commencement of the employment. Such holiday shall be given at a time suitable to the employer.

(b) The annual holiday may be given in conjunction with the Christmas and New Year holidays.

(c) Should any worker be discharged after six months' service or leave the service before his or her annual holidays become due, he or she shall be entitled to a holiday payment on a *pro rata* basis for the service rendered in that year.

Wages.

7. (a) All adult male workers shall be paid at the rate of 2s. 6d. per hour for ordinary hours of work, plus the 5 per cent. under the Rates of Wages Emergency Regulations 1940.

(b) Adult female workers shall be paid at the rate of £2 12s. 6d. per week, plus the 5 per cent. under the Rates of Wages Emergency Regulations 1940.

(c) Workers engaged in saw-room shall receive 7s. 6d. per week extra and be supplied with goggles, masks, and gloves.

(d) The minimum weekly rates payable to junior males shall be as follows, plus the 5 per cent. under the Rates of Wages Emergency Regulations 1940:—

Age commencing.	First Six Months.	Second Six Months.	Third Six Months.	Fourth Six Months.	Fifth Six Months.	Sixth Six Months.	Seventh Six Months.	Eighth Six Months.	Ninth Six Months.	Tenth Six Months.
Under 16 ..	20/-	25/-	30/-	35/-	40/-	45/-	50/-	55/-	60/-	70/-
16 to 17..	22/6	27/6	32/6	37/6	42/6	47/6	55/-	60/-	65/-	70/-
17 to 18..	27/6	32/6	37/6	42/6	50/-	57/6	65/-	70/-	..	..
18 to 19..	32/6	37/6	42/6	47/6	55/-	62/6	70/-	..	..	..
19 to 20..	42/6	50/-	55/-	65/-	70/-	..	..	..	..	..
20 to 21..	55/-	60/-	70/-	..	..	..	..	..	..	..

and thereafter, or on attaining the age of twenty-one years, not less than the appropriate adult rate, according to the class of work performed.

(e) The minimum weekly rates payable to junior females shall be as follows, plus the 5 per cent. under the Rates of Wages Emergency Regulations 1940:—

	Per Week.		
	£	s.	d.
First six months	0 19 0
Second six months	1 3 0
Third six months	1 7 0
Fourth six months	1 11 0
Fifth six months	1 15 0
Sixth six months	2 0 0
Seventh six months	2 5 0
Thereafter	2 12 6

(f) Wages shall be paid weekly, not later than Thursday, and before knocking off time.

(g) Charge hands in charge of three or more workers shall be paid 7s. 6d. per week extra while so in charge.

(h) Wages shall be paid weekly, but (subject to the provisions of the Factories Act relating to deductions from wages) only time worked shall be paid for.

General Provisions.

8. (a) It shall be the duty of the employer to provide lockers or other suitable accommodation wherein employees may keep their clothes, good ventilation, and proper sanitary arrangements, also a sufficient supply of boiling water at meal-times and for washing at knocking off times.

(b) An employer shall provide reasonable facilities for supplying warmth for employees in the factory in cold weather.

(c) In all cases where artificial light is required, electric light shall be supplied where available.

(d) Gloves shall be provided by the employer wherever necessary.

(e) In places where the workers stand at machines or places where there is concrete floor, "duck-boards" shall be provided.

(f) There shall be suitable emergency exits and suitable emergency fire-fighting appliances easily accessible to the employees.

(g) In cases where the worker is obliged to work in dust or in fumes goggles and respirators shall be provided.

(h) Where the worker works with acid, rubber gloves shall be provided.

(i) When overtime is worked the employer shall pay 1s. 6d. meal-money to each worker or supply a meal to the equivalent.

(j) When the night shift starts work or finishes work after the cessation of ordinary wheeled traffic the employer shall provide means of conveyance to or from some convenient central point or points as the case may be.

(k) There shall be a lunch-room for male and female employees, which shall be provided with tables and seating accommodation.

(l) A rest period of ten minutes shall be allowed and paid for during every morning and afternoon for females.

(m) Female workers shall not be employed on night shifts.

(n) Workers employed at the coming into operation of this agreement shall not have their existing rates reduced while they continue in the same employment.

(o) Overalls and/or caps shall be provided for female workers where the union and the employer agree that they are necessary.

(p) Work seats shall be supplied for female workers where it is possible to use them.

"Smoke-oh."

9. Except at jobs where smoking is prohibited because it is unsafe, time at which smoking shall be permitted in the factory shall be mutually arranged between the employer and the workers in each case.

Accidents.

10. (a) A modern first-class emergency case, fully equipped, shall be kept in a convenient and accessible place in the factory, also provision made for a supply of hot water at short notice.

(b) Facilities shall be provided for rendering first aid in the case of accidents to workers while working outside the employer's place of business.

(c) The St. John Ambulance first-aid compressed kit shall be the first-aid case to be kept as required in subclause (a), and shall be open to inspection once a month by a union official.

Access to Workshop.

11. The secretary or other authorized officer of the local union of workers concerned shall, with the consent of the employer (which consent shall not be unreasonably withheld), be entitled to enter at all reasonable times upon the premises or factory and there interview any workers, but not so as to interfere unreasonably with the employer's business. The employer shall give recognition to any worker who is appointed shop steward in the section of the factory in which he or she is employed.

Workers to be Members of Union.

12. Court's clause.

Under-rate Workers.

13. Court's clause.

Scope of Agreement.

14. This agreement shall operate throughout the Wellington Industrial District.

Term of Agreement.

15. The period of this agreement shall be from 30th May, 1941, and shall continue in force for one year from the date hereof.

H. GUNNS, President,
N.Z. Amalgamated Engineering and Related
Trades Industrial Union of Workers (except
Northern Industrial District).

Witness—G. T. Thurston, Secretary.

E. J. MANDEL,
British Buttons and Buckles, Ltd., Plunket
Avenue, Petone.

Witness—Geo. Joseph.

NOTE.—This agreement, made under the Labour Disputes Investigation Act, 1913, was filed with the Clerk of Awards at Wellington, pursuant to section 8 (1) of the said Act, on the 14th day of August, 1941.

CROMWELL BOROUGH COUNCIL v. SPIERS.

In the Supreme Court of New Zealand, Otago and Southland District, Dunedin Registry.—Between the Mayor, Councillors, and Burgesses of the Borough of Cromwell, appellant, and Bertram Spiers, respondent. Hearing: 1st May, 1941, and 12th June, 1941; judgment delivered, 11th July, 1941. *J. B. Thomson* for the appellant; *F. B. Adams* for the respondent.

1. *Limitation of Action—Municipal Corporations Act, 1933, Section 361—Claim for Arrears of Wages under Award—Contract—Wages.*
2. *Overtime—Work done outside Clock-hours fixed by Award—Rate of Payment—Whether Extra Payment is in addition to Weekly Wage—“Shall be paid for at Overtime Rates,” Meaning of.*

1. An action was commenced by the Inspector of Awards on behalf of a worker claiming arrears of wages or overtime. It was contended on behalf of the employer that section 361 of the Municipal Corporations Act, 1933, applied, and therefore the plaintiff's claim must be confined to a claim in respect of the period of six months immediately preceding the commencement of the action. *Held*, That the claim arose out of a contract of employment and not out of anything done by the defendant under the authority or in execution or intended execution or in pursuance of the Municipal Corporations Act, 1933, or any other Act. Therefore the section 361 of the Municipal Corporations Act, 1933, did not apply.

2. The award fixed the hours of work as not to exceed nine a day and forty-two and a half a week and required payment of a weekly wage, and also provided “ . . . any work . . . before 7 a.m. and after 5.30 p.m. on five days of the week and before 7 a.m. and after 12 noon on the day of the weekly half-holiday shall be paid for at overtime rates . . . ” “The following shall be the recognized holidays without deduction from wages . . . ” “Any work done on any of the above holidays or on Sundays shall be paid for at double time rates in addition to ordinary wages.” *Held*, (a) For work done on recognized holidays the worker was entitled to payment at double time rates in addition to the weekly wage, even though the weekly total of forty-two and a half hours was not exceeded by including the work done on the holiday; but (b) where the total time worked in the week did not exceed forty-two and a half hours (and the daily limit of nine hours was not exceeded) time worked before 7 a.m. or after 5.30 p.m. (noon on the half-holidays) attracted only half rates extra in addition to the ordinary weekly wages.

[See also New Zealand Local Bodies' Drivers: Opinion of Court of Arbitration on case stated, recorded in Book of Awards, Vol. XL, p. 1821.]

JUDGMENT OF KENNEDY, J.

THE respondent (who was plaintiff in the Magistrate's Court) sued for wages, basing his claim upon the relevant award (New Zealand Local Bodies' Drivers' award, dated 28th October, 1938, and recorded in Book of Awards, Vol. XXXVIII, p. 3165). In this Court the appellant (the defendant in the Court below) claimed that section 361 of the Municipal Corporations Act, 1933, applied, and that the plaintiff's claim must be confined to a claim in respect of the period of six months before the commencement of the action. The proper interpretation of the award is also involved. The plaintiff sued for wages said to be due in terms of his contract of employment. The case states that the parties were each bound by the relevant award. From what was stated at the Bar it was clear that there was no undertaking or agreement to accept less than the award rate. If the parties had agreed that the plaintiff should be paid at the award rate, then the plaintiff would be entitled to remuneration at that rate in accordance with his contract. If there was no term fixing the wages, then the obligation was to pay reasonable remuneration, and reasonable remuneration would be not less than the award rate; it might even in particular cases be more. The plaintiff is therefore claiming because of the non-performance by the defendant of its contract of employment. He is not really complaining of anything done by the defendant under the authority or in execution or intended execution or in pursuance of the Municipal Corporations Act, 1933, or any other Act.

Section 361 of the Municipal Corporations Act, 1933, provides that—

(1) No action or proceeding shall lie against the Corporation or Council, or any member or officer of the Council or of any committee appointed by the Council, or other person acting under the authority or in the execution or intended execution or in pursuance of this Act, for any alleged irregularity, or trespass, or nuisance, or negligence, or any act or omission whatever, unless notice in writing specifying the cause of the action or proceeding, and the name and residence of the intending plaintiff or prosecutor, and of his solicitor or agent in the matter, is given by the intending plaintiff or prosecutor to the intended defendant one month at least before the commencement of the action or proceeding.

(2) Every such action or proceeding shall be commenced within six months next after the act or thing complained of is done or omitted or, in case of a continuation of damage, within three months next after the doing of such damage has ceased, and not afterwards.

(3) . . .

(4) In any such action or proceeding the defendant may plead generally that the act or thing complained of was done or omitted under the authority or in the execution or intended execution or in pursuance of this Act, and may give all special matter in evidence.

(5) . . .
 (6) The plaintiff in any such action shall not succeed if tender of sufficient amends is made by the defendant within one month after the giving of the notice of action; and in case no tender has been made the defendant may, in accordance with the practice of the Court in which the action is brought, or by leave of the Court, at any time pay into the Court such sum of money as he thinks fit; whereupon such proceeding and order shall be had and made in and by the Court as may be had and made on the payment of money into Court in an ordinary action.

In *Bradford Corporation v. Myers* (1916) 1 A.C. 242 at p. 251) Viscount Haldane said of the Public Authorities Protection Act, 1893, section 1: "All that is said is that where proceedings are taken against any sort of person for an act done in pursuance or execution or intended execution of any statute, or of any public duty or authority, or for any neglect or default in the execution of such statute, duty, or authority, the ordinary right of the subject to his remedy is to be cut down by stringent provisions as to time and costs. My Lords, in the case of such a restriction of ordinary rights I think that the words used must not have more read into them than they express or of necessity imply, and I do not think that they can be properly extended so as to embrace an act which is not done in direct pursuance of the provisions of the statute or in the direct execution of the duty or authority." Lord Buckmaster, at p. 247 in the same case, speaking of the execution of a statute, said that the act must be an act in "direct" execution. In *Lyles v. Southend-on-Sea Corporation* (1905) 2 K.B. 1 at p. 13) Vaughan Williams, L.J., said: "Now I do not think that it can have been the intention of the Legislature that every act done by the corporation which was *intra vires* conferred by this Order should be subject to the protection afforded by this Act. In my judgment, an act which is done not only in pursuance or execution, or intended execution of this Light Railways Order, but also in pursuance or execution, or intended execution, of some obligation incurred by a public authority voluntarily beyond the obligation cast upon them by the Order, is not an act done in pursuance or execution, or intended execution, of the Order. In the first place, I doubt very much whether an act done by virtue of, and in compliance with, an express contract to do that act is done in pursuance or execution, or intended execution, of the Order, merely because the making of the contract itself only became *intra vires* by reason of the passing of the Order. Indeed, there is express authority to the contrary. Farwell, J., in *Sharpington v. Fulham Guardians* held that a breach by the guardians of a union of a private contract entered

into by them in the performance of their public duties is not 'a neglect or default in the execution of any public duty or authority' within the meaning of section 1 of the Public Authorities Protection Act, 1893. Moreover, in *Midland Ry. Co. v. Withington Local Board*, Brett, M.R., said: 'It has been contended that this is an action in contract, and that whenever an action is brought upon a contract the section does not apply. I think that where an action has been brought for something done, or omitted to be done under an express contract, the section does not apply; according to the cases cited an enactment of this kind does not apply to specific contracts.' In *Clarke v. Lewisham Borough Council* (67 J.P. 195) Bigham, J., holding that the cause of action was the breach of a contract of service, said that section 1 of the Act of 1893 did not apply. In *Milford Docks Co. v. Milford Haven Urban District Council* (65 J.P. 483 at p. 484) Romer, L.J., said: "The Public Authorities Protection Act, 1893, does not apply to actions for the price of goods sold and delivered and for work and labour done. That is obvious if section 1 is looked at. What was the only act complained of in this case? The non-payment of the money. How can it be said that such non-payment was an act done in pursuance or execution or intended execution of any Act of Parliament, or of any public duty or authority, or an alleged neglect or default in the execution of any such act, duty, or authority?"

The observations quoted in *Lyles v. Southend-on-Sea Corporation* (*supra*) and in *Milford Docks Co. v. Milford Haven Urban District Council* (*supra*) must be read subject to what was said in *Bradford Corporation v. Myers* (*supra*) by Lord Buckmaster at page 246 and by Lord Shaw at page 263. Lord Buckmaster at page 246 said: "Lush, J., who decided in favour of the respondent in the Divisional Court, dealt with the matter entirely upon the footing that these circumstances caused the action to become an action in the nature of an action for breach of contract, and not an action for tort, and relied on cases such as *Sharphington v. Fulham Guardians*, which have decided that an action for breach of contract is not within the protection of the Act. This reasoning does not appear to me to be convincing, because although it is true that the action could be fashioned in such a manner as to be founded on contract, and instances of such pleas are to be found in the books on pleading, yet in reality the action was an action in tort; and I can see no difference between the right which the respondent had to

maintain the suit and that which would have been enjoyed by his next-door neighbour had he suffered similar damage from the same cause. The difficulty cannot, I think, be resolved by the simple distinction between questions of tort arising out of contract and questions of tort arising independently of contract; but the fact that actions on contract made by local authorities have been held to be outside the statute shows that the Courts have considered the words of the Act to need careful and strict scrutiny. This, indeed, is apparent both from the purpose and the language of the statute."

Lord Shaw said at page 263: "If there be a duty arising from statute or the exercise of a public function, there is a correlative right similarly arising. A municipal tramway car depends for its existence and conduct on, say, a private and many public Acts, and the Corporation in running it is performing a public duty. When a citizen boards such a car, in one sense he makes, by paying his fare, a contract; but the boarding of the car, the payment of the fare, and the charging of the Corporation with the responsibility for safe carriage are all matter of right on the part of the passengers, a public right of carriages which he shares with all his fellow-citizens, correlative to the public duty which the Corporation owes to all. Similarly, when a municipality, by virtue of private and public statutes, carries on a gas undertaking, the public duty of manufacture and supply finds its correlative in the right of the consumer, a public right which he has in common with all his fellow-householders, to supply and to service. In both of these cases, accordingly, the Public Authorities Protection Act applies. But where the right of the individual cannot be correlated with a statutory or public duty to the individual, the foundation of the relations of parties does not lie in anything but a private bargain which it was open for either the municipality or the individual citizen, consumer, or customer to enter into or to decline. And an action on either side founded on the performance or non-performance of that contract is one to which the Protection Act does not apply, because the appeal, which is made to a Court of law, does not rest on statutory or public duty, but merely on a private and individual bargain."

In *Griffiths v. Smith* (1941) 1 All E.R. 66 the Public Authorities Protection Act, 1893, was again considered by the House of Lords. Viscount Maughan, referring to *Bradford Corporation v. Myers*, said at page 75D: "My Lords, the decision may be more easily understood if it is realized that, if the argument for the corporation had prevailed it would seem to

follow that the Act would apply for the benefit of every public authority if it could be shown that the act done or intended to be done was *intra vires* the authority. Thus every contract entered into for the purpose of carrying out any such act, however unwise and whatever the neglect or default of the public authority in carrying out the contract, would have the protection of the Act of 1893. Moreover, such a view would have involved the overruling of a number of decisions, including earlier cases of high authority decided before the passing of the Act of 1893 relating to similar conditions contained in other Acts of Parliament. It is therefore not surprising that this House dismissed the appeal in *Bradford Corporation v. Myers*, though it should be pointed out that the majority declined to accept as a satisfactory and sufficient ground for the decision the argument that the action was one for breach of contract, which in some previous cases had been treated as a sufficient ground for holding that the Act did not apply."

With reference to the word "direct" used in *Bradford Corporation v. Myers*, he said at page 77g: "I am using the adjective 'direct' simply as indicating that the duty was cast upon the managers by the mere fact that they were bound to carry on the school as efficiently as possible. This, I think, is using the word in the same sense as that which was attributed to it in *Bradford Corporation v. Myers*, and, if so understood, I am quite content to follow the lead of Lord Buckmaster, L.C., in his use of the word." Lord Porter at page 90 said: "I think it is true to say that a private contract, even if entered into in pursuance of an Act of Parliament, is not thereby protected, but an act which is done in performance of a public duty is still done in the execution of a public duty though it is performed through the medium of a contract. The cases last quoted are examples of the former principle." (He was referring to *Myers v. Bradford Corporation* and *Hawkes v. Torquay Corporation*.) "*Edwards v. Metropolitan Water Board* and *Clarke v. Bethnal Green Borough Council* are examples of the latter."

The New Zealand statute is not in terms identical with the Public Authorities Protection Act, 1893, and, as pointed out in *Vincent v. Tauranga Electric-power Board* ([1936] N.Z.L.R. 1016), the terms of the New Zealand statute must be steadily borne in mind. I direct my attention to the exact words of the statute. I think it cannot be said the non-payment of wages due under the contract of employment was a claim against the Corporation for any alleged

irregularity, or trespass, or nuisance, or negligence, or any act or omission when acting under the authority, or in execution, or intended execution, or in pursuance of the Municipal Corporations Act, 1933, or any other act. It is true the making of that contract was authorized by a statute, but there is no complaint as to the manner of the making of that contract. What is claimed is merely breach of contract—non-payment of wages. The Corporation was free to make that contract with the plaintiff or not to make it. The duty to the plaintiff emerges from the contract and not from the statute. It is a proper conclusion in my judgment that section 361 of the Municipal Corporations Act, 1933, does not apply, and I proceed to consider the plaintiff's claim.

His claim was for overtime and also for work done on certain Sundays and holidays. His work did not exceed in any one week the number of hours provided for the ordinary week's work—namely, forty-two and a half—nor did it in any one day exceed nine hours. He has been paid the weekly minimum—namely, £4 13s.—and in addition the 2s. 3d. per day provided for in clause 2 (c) of the award. His claim is in addition for what is described as overtime at time and a half, and for work done on Sundays and holidays at treble time, in addition to the weekly wage.

The award does not define any times as those within which the ordinary week's work is to be done. There is no provision that the ordinary week's work shall be work done within certain specified times. The award merely provides that work done during certain specified times attracts a higher rate of pay—namely, overtime rates. Thus clause 2 (c) provides that—

Except as hereinafter mentioned, any work other than necessary attendance to horses or motor-vehicles before 7 a.m. and after 5.30 p.m. on five days of the week and before 7 a.m. and after 12 noon on the day of the weekly half-holidays shall be paid for at overtime rates as hereinafter specified, whether or not the weekly time-limit shall have been exceeded.

Work may then be done at times referred to in clause 1 (c). If such work is done and the total does not exceed forty-two and a half hours per week, it is merely part of the week's work, but it attracts not the ordinary rate, but pay as for time and a half.

It is necessary accordingly to ascertain the ordinary rate for the worker. The method is obvious; but even if it were not obvious, it is indicated in the award itself. It has to be fixed as the basis for the pay of a casual driver, see clause 3 (a); for the purpose of determining the rate for holidays and Sunday work, see clause 4 (c); and for

determining the rates for certain emergency work, see clause 6 (c). The rate applicable, then, is that fixed by clause 5, and is accordingly as for time and a half. Having ascertained the rate for ordinary time, one proceeds to allow for overtime work at the rate of time and a half. As the time described as overtime in the circumstances of the case nevertheless forms part of the ordinary week's work, it has been partly paid for in the payment of £4 13s. That payment, however, allows only for ordinary time. There must be in addition paid half the ordinary hourly rate in respect of the hours covered by clause 1 (c). If the ordinary rate is 2s. 2d. per hour, then a further 1s. 1d. per hour is payable.

The award provides in clause 4 (a) as follows:—

The following shall be the recognized holidays without deduction from wages: New Year's Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Sovereign's Birthday, Christmas Day, Boxing Day, and two other days to be mutually agreed upon.

(b) . . .

(c) Any work done on any of the above holidays or on Sunday shall be paid for at double time rates in addition to ordinary wages.

For the recognized holidays, then, no deduction from wages is permissible, and accordingly the worker is entitled, even if he does not work on that holiday, to his minimum wage for the week. If, however, he works on the holiday he is entitled to double time rates in addition to ordinary wages. He has received ordinary wages in the payment of £4 13s., and accordingly he will be entitled in addition to double time rates for the holiday work. In earlier awards questions had arisen whether the double time rate was in addition to ordinary wages or in lieu of ordinary wages. The provision in clause 4 (c) of the words "in addition to ordinary wages" makes it clear in this case that the worker is entitled, in addition to his ordinary wage of £4 13s. to double time rates: cf. *Northern Taranaki, &c., Typographers: Opinion of Court* (Book of Awards, Vol. XXII, p. 1278, and Vol. XXIII, p. 311). The hours mentioned in clause 1 (c) do not apply to work on Sundays or holidays, for the rate provided for in clause 4 (c) is for any work done on Sundays or holidays. The rate is for the whole of the day. This rate is, for those days, an ordinary working-rate and it does not in addition further attract on the double time, time and a half as overtime. This is the plain meaning of the award. It is also the meaning which has been given to similar clauses in interpretations from time to time given by the Arbitration Court: See *Gisborne Waterside Workers' Industrial Union of Workers v. Union Steam Ship Co. of New Zealand* (Book of Awards, Vol. XIII, p. 458); *In re Greymouth Wharf*

Labourers' Agreement (Book of Awards, Vol. VII, p. 303); see also *Gisborne Wharf Labourers v. Union Steam Ship Co. of New Zealand, Ltd.* (Book of Awards, Vol. VI, p. 167); cf. *Canterbury Traction and Stationary Engine Drivers' Award* (Book of Awards, Vol. IX, p. 770) and *Inspector of Awards v. Huddart Parker Proprietary* (Book of Awards, Vol. XII, p. 273).

The plaintiff then was entitled, in addition to his wage of £4 13s. and the 2s. 3d. in accordance with the award, to the following payments, namely:—

For overtime: 237 hours at 1s. 1d. per hour	£	s.	d.
additional to the payment already made	12	16	9
174 hours (Sundays) at 4s. 4d. per hour	..	37	14
16 hours (holidays) at 4s. 4d. per hour	..	3	9
		4	

The appeal is allowed to this extent: that in lieu of the judgment entered by the learned Magistrate there will be judgment for the plaintiff for £54 0s. 1d., with costs according to the Magistrate's scale, and witnesses' expenses and disbursements according to that scale to be fixed by the Clerk of the Court at Cromwell. I think that an allowance of half the usual allowance on an appeal on a point of law should be made to the appellant, and it is allowed for costs, £5.

Solicitors for the appellant: *W. G. Hay and Thomson* (Dunedin).

Solicitors for the respondent: *Adams Bros.* (Dunedin).

NEW ZEALAND (EXCEPT WESTLAND) OIL-STORES' EMPLOYEES.—ENFORCEMENT.

In the Magistrates' Court holden at Timaru.—Between R. J. Weir, Inspector of Awards, plaintiff, and the Shell Oil Co. of New Zealand, Ltd., defendant. Hearing, 9th July, 1941; judgment delivered, 23rd July, 1941. Mr. *M. Raymond* for defendant.

Award, Application of—Watchman employed in patrolling Wharf at which Oil-supply Vessel berthed—not an Oil-store Employee.

The worker was employed by an oil company in patrolling the wharf alongside the company's oil-supply vessel, the wharf being adjacent to the company's oil-store premises. The worker's duties were to prevent any unauthorized person from boarding the vessel and to prevent any person from smoking near it. Watchmen were provided for in the Oil-stores' Employees' award, but their duties as watchmen were not specified, nor was an "oil-store" defined. *Held*, That the oil-supply vessel was not an "oil-store" within the meaning of the award, and the worker not an oil-store watchman and was therefore not covered by the award.

JUDGMENT OF H. MORGAN, ESQ., S.M.

THIS is a claim for £10 penalty for alleged breach of the New Zealand (except Westland) Oil-stores' Employees' award, dated 27th June, 1940 (recorded in Book of Awards, Vol. XL, p. 885). The breach alleged is failure to pay a worker, named Wood, employed as a watchman on the 23rd February, 1941, rates of pay prescribed by clause 14 (f) of the award. The employment and the fact that the defendant company is a party to and bound by the award are admitted.

The facts are not in dispute. The defendant company has an oil store or depot adjacent to one of the wharves at Timaru. On Sunday, 23rd February, 1941, the company's supply vessel "Paua" lay at this wharf with supplies of petrol for the depot. The procedure is to pump the oil from the vessel through pipes into storage tanks inside the depot premises. Wood, the worker, commenced his duty at 7 p.m. that night and finished at 7 a.m. next morning, and received 18s.

He is not a permanent employee of the company, and it is claimed that as a casual watchman he was entitled under clause 14 (f) of the award to £1.13s. 8d., made up—

Five hours on Sunday, twenty-third February,					
one thousand nine hundred and forty-one, at	s.	d.			
3s.	..	..	..	=	15 0
Five hours on Monday, twenty-fourth February,					
one thousand nine hundred and forty-one, at					
2s. 4d.	..	..	..	=	11 8
Two hours overtime at 3s. 6d.	..	..	..	=	7 0

His duties were simply to patrol the wharf alongside the vessel on a beat about 100 yards in length, and prevent unauthorized persons from boarding the ship and to prevent persons from smoking near the ship. It was no part of his duty to act as watchman over the oil-store premises nor as an ordinary ship's watch on board, as the ship provided this watch from the crew. His only connection with the oil-store was to go there for payment. He never handled any of the company's wares in or outside the depot.

The point in the case is whether Wood's duties made him an oil-store employee. The whole tenor of the award shows that the workers have to be engaged in the work of an oil-store doing work covered by the following clauses:—

The classes of workers referred to in the award are storemen and casual workers, clause 2, with an alternative of packer for storeman in clause 20 (a); youths, clause 4; and permanent and casual watchmen, clause 14.

The duties of a storeman or packer are defined in clause 20 (a) as "receiving, stacking, storing, packing, delivering, or handling in any way whatsoever oil or grease in tins, barrels,

cans, or in bulk, or any other merchandise incidental to the business of an oil-merchant in or in connection with an oil or grease store." Clause 1 (b) provides that no worker shall be employed on a statutory half-holiday except "to receive goods from ship or railway, or despatch goods by steamer, rail, service car, or lorry to places at least five miles distant from the store in question."

Under clause 14 a watchman, in addition to watching, is required to—

- (a) Clean offices and mess-rooms:
- (b) Weed garden plots:
- (c) Cut lawns and grass,—

and could be called upon to perform duties other than those not specified, but for which he is entitled to receive extra pay of 9d. per hour.

"Watchman" is not defined, but there can be no doubt that Wood was in fact a watchman. He was on guard to prevent persons from smoking near the vessel and thus endangering it and its cargo, and to prevent trespass on the vessel of unauthorized persons. What constitutes an oil or grease store is not defined in the award.

Dictionary definitions of a store are "a place where merchandise is kept for sale—a depot—a repository for stores or supplies—a place of deposit for goods—a storehouse—a warehouse."

Applying these definitions, the vessel was not an oil-store within the award. What a watchman is required to watch as an oil-store employee is also not specified, but it seems obvious that it must be the oil-store premises and goods stored therein.

To be a watchman within the award it appears to be essential that he be watching the oil-store premises.

The tenor of the award supports that view, and contemplates employment in or about the premises. That is the primary duty of an oil-store watchman. The other duties to which his employment is limited are secondary and incidental to his status. It is clear that Wood was doing none of these duties, nor was he appointed to do any of them and then diverted.

In my opinion, Wood was a wharf watchman appointed as such, apart from the oil-store, for the sole purpose of watching on the wharf and guarding the company's vessel berthed there, and his engagement was not covered by the award. I must therefore uphold the construction of Mr. Raymond in that respect.

Judgment for defendant company.

**NEW ZEALAND TEA-ROOMS AND RESTAURANT EMPLOYEES.—
ENFORCEMENT.**

In the Court of Arbitration of New Zealand, Wellington Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments; and in the matter of the New Zealand Tea-rooms and Restaurant Employees' award, dated the 31st day of July, 1940, and recorded in Book of Awards, Vol. XL, p. 1104; and in the matter of an appeal from the judgment of the Magistrate's Court at Wellington wherein Errol Wilberforce Holmes George, as and being Inspector of Awards, Wellington, plaintiff in the Court below, is appellant, and Frederick Carr, director, New Zealand Attractions, Ltd., Majestic Theatre Building, Willis Street, Wellington, restaurateur, defendant in the Court below, is respondent. Hearing: Wellington, 23rd July, 1941. Counsel: *P. H. Kinsman* for appellant; *S. G. Stephenson* for respondent.

Tea-rooms and Restaurant Employees—Wages, Rate of—Overtime—Hours—Waiters employed only at Night—"Time worked in Excess of the Hours therein specified," Meaning of.

Clause 26 (Emergency Workers) of the award provided that "waiters and male bar attendants may be employed between 8 p.m. and 11.30 p.m. or between 9 p.m. and midnight at a wage of £2 per week," but did not directly specify the maximum weekly hours for such workers nor mention overtime. Clause 6 (b), which was of general application, provided "All time worked in excess of the hours herein specified shall be deemed to be overtime and shall be paid for at the following rates: . . . other workers receiving less than £2 10s. weekly, 2s. per hour for the first four hours and 2s. 9d. per hour thereafter . . ." Two waiters were employed by the respondent company from 9 p.m. to 12.15 a.m. on each night except Friday and Saturday when they worked from 9 p.m. to 1.15 a.m. They were paid £2 per week when working five nights and £2 8s. per week when working six nights per week and were occasionally paid some overtime upon a basis which was not clear from the evidence before the Court. It was claimed for the appellant Inspector that the employment did not come within the special provisions of clause 26 as that clause restricted the hours of the workers to 8 p.m. to 11.30 p.m. or 9 p.m. to midnight, and that therefore the employment was subject to the general provisions of the award relating to waiters, entitling them to the wage of £3 4s. 6d. per week prescribed by clause 7 (i).

Held, (1) That the workers were "emergency workers" to which clause 26 was applicable. (2) That it was a reasonable inference that clause 26 (b) had the effect of specifying a weekly maximum of eighteen hours for one class of worker and twenty-one hours for the other. (3) That the words "time worked in excess of the hours herein specified" were applicable to work performed under clause 26 and consequently the workers were entitled under clause 6 (b) to the appropriate overtime rate. Appeal dismissed.

CASE ON APPEAL.

1. This is an appeal on point of law from the decision of the Magistrate's Court at Wellington in an action wherein the appellant (as plaintiff) claims the penalty set out in the following statement of claim:—

STATEMENT OF CLAIM.

THE plaintiff claims to recover from the defendant the sum of ten pounds (£10) as a penalty for a breach of the New Zealand Tea-rooms and Restaurant Employees' award, dated the 31st day of July, 1940.

The following are particulars of the said breach:—

The defendant then being a party bound by the provisions of the said award did between the 7th day of September, 1940, and the 5th day of October, 1940, employ E. Davis, F. Trethavey, and L. Durrant as night waiters at the Majestic Cabaret and did pay them less than the wages prescribed by clause 7 (i) of the said award.

2. The case was heard at Wellington on the 3rd April, 1941.

3. At the hearing the following facts were proved or admitted: It was admitted that L. Durrant and F. Trethavey were employed as waiters in the Majestic Cabaret, Wellington, during the period 7th September, 1940, to the 5th October, 1940. These workers were employed from 9 p.m. to 12.15 a.m. on each night except Friday and Saturday, when they worked from 9 p.m. to 1.15 a.m. Sometimes the men worked only five nights a week, having a free night. The employees were engaged on other work for other employers during the daytime. The wages paid were as follows: Five nights, £2 a week; six nights, £2 8s. a week. Occasionally they were paid some overtime over and above those wages.

4. At the close of the hearing I reserved my decision, and on the 29th April, 1941, delivered the following judgment:—

JUDGMENT OF A. M. GOULDING, Esq., S.M.

The Inspector of Factories claims for the usual £10 penalty for breach of the New Zealand Tea-rooms and Restaurant Employees' award. The breach alleged is payment of less than award wages to certain men employed as night waiters at the Majestic Cabaret.

The facts are not in dispute. The defendant is managing director of the Majestic Cabaret, Wellington, and as such engaged men to act as waiters in the cabaret each night in the week. The hours were 9 p.m. to 12.15 a.m. on each night except Friday and Saturday, when they worked 9 p.m. to 1.15 a.m. Sometimes the men worked only five nights a week, having a free night. The employees were engaged on other work for other employers during the daytime. The wages paid were as follows: Five nights, £2 a week; six nights, £2 8s. a week. Occasionally they were paid some overtime, over and above those wages. The basis on which overtime was paid is not clear from the evidence placed before the Court.

No evidence was called for the defendant, and Mr. Stephenson asks that the plaintiff be non-suited.

Mr. Stephenson maintains that the workers are emergency workers under clause 26 of the award; that they are not entitled to the wages of waiters under clause 7 of the award; that there is neither a special class of night waiters nor special wages provided for such; and that in paying for overtime the rate should be proportionate to overtime worked by other workers in accordance with the relative rate of pay for emergency workers.

The Inspector, on the other hand, invites me to hold that the employees are not emergency workers, but are under the category of waiters entitled to the wages provided in clause 7, paragraph (i), in the award.

In my view, the defendant's contention ought to be upheld. One has to remember that the award is a Legislative Act, and a breach of it is a criminal act.

If there is something not covered by the award the Court should not be invited to infer an intention that is not expressed clearly or that is not unmistakable: See *Chapman v. Rendezvous Ltd.* ([1923] N.Z.L.R. 174); *Re Taranaki, Wellington, &c., Cleaners, Caretakers, and Lift Attendants' Award* (1939 Book of Awards 1454).

It is clear, in fact it is not contested, that clause (1) of the present award covers workers employed in cabarets. It is apparent from a perusal of the whole award that it makes provision for different types of work in which the various workers covered by it may from time to time be employed. Thus there are provisions which set out different hours and different rates of pay for—

- (1) Workers engaged regularly by the week to work a forty-four-hour week. These workers are paid according to the rates set out in clause 7 of the award.
- (2) Casual workers covered by clause 10. They are not engaged by the week and receive the various rates of pay set out in that clause.
- (3) Workers engaged for special occasions—e.g., race-meetings, banquets, dances, &c. They are covered by clause 11. These workers are engaged for the special occasion and receive pay specified in the clause.
- (4) Emergency workers under clause 26 of the award. These are dealt with later in the present judgment.

Nowhere in the award is there any provision defining "waiter" or "night waiter," but it is clear from the nature of their work that the employees in the present case are "waiters."

Under the heading "Emergency Workers," clause 26 (b) of the award provides "waiters and male bar attendants may be employed between 8 p.m. and 11.30 p.m. or between 9 p.m. and 12 midnight at the wages of £2 per week."

These workers were employed by the week, and I am satisfied they fall in the very class of workers covered by this clause.

A special rate of pay is provided for them, and that rate has to be paid whether the worker works every night of the week or only one or two nights. That is the effect of clause 12 (a) of the award, which says "Except as provided in clauses 10 and 11 hereof, the employment shall be a weekly one, whether the employee shall or shall not be called upon to work full time . . ."

I agree with the Inspector that that part of clause 12 (a) which I have quoted meets some of the objections raised in the Court of Appeal in *Chapman v. Rendezvous Ltd.* (*supra*).

But clause 12 (a) then goes on " . . . and no employee shall be engaged at less than the weekly rate of pay provided in clause 7 hereof."

Now, clause 7 is the general wages clause in the award. It provides minimum weekly rates of pay for various classes of workers. It clearly has no application to the wages to be paid to workers under clauses 10 and 11 of the award nor to the wages to be paid to emergency workers under clause 26. All three of those clauses fix special rates of pay for workers coming within them.

In so far, however, as the latter part of clause 12 (a) purports to govern the rate of wages to be paid either to casual workers or emergency workers I reject it and hold that the wages payable to casual and emergency workers under clauses 10, 11, and 26 of the award are an exception to the general wages clause.

I now turn to consider whether the fact that an emergency worker working under clause 26 of the award works longer hours than those specified for him takes him out of that clause and brings him into the category of workers covered by clause 7. I do not think it does.

There is an overtime clause in the award which is of general application. By that I mean that, whatever hours are specified for a worker in a particular category, once those hours have been worked then he is entitled to overtime rates.

Clause 6, dealing with overtime (so far as it is relative), is as follows:—

"(a) The hours of work prescribed in clause 2 hereof may be extended, but not for more than 120 hours in any one year . . . "

"(b) *All time worked in excess of the hours herein specified shall be deemed overtime and shall be paid for at the following rates . . . Porters, kitchen hands, male and female general hands, cooks and other workers receiving less than £2 10s. weekly, 2s. per hour for the first four hours and 2s. 9d. per hour thereafter . . . "*

Paragraph (a) clearly refers to overtime for those workers working regularly for forty-four hours per week and does not affect emergency workers under clause 26, but the opening words in paragraph (b), which I have italicized, are wide enough to cover all workers under the award in whatever category they come. And the later provision in the paragraph for "other workers" would clearly cover employees such as those employed in the present case.

The rate of overtime they are entitled to for working the hours specified in clause 26 (b) is 2s. per hour for the first four hours thereafter 2s. 9d. per hour.

I therefore hold that no breach of the award has been established, and the claim for penalty is dismissed.

A. M. GOULDING.

5. At the hearing it was contended by the appellant that the employment did not come within the special provisions of clause 26, as that clause restricts the hours of workers to 8 p.m. to 11.30 p.m. or 9 p.m. to 12 midnight, and that therefore the employment was subject to the general provisions of the award relating to waiters and that they should have been paid the rate of wages prescribed for waiters (£3 4s. 6d.) in clause 7 (i).

The wages fixed by the award are weekly wages and are payable whether the full weekly hours are worked or not.

6. At the hearing it was contended for the respondent:—

(1) That although the statement of claim specifically describes the workers concerned as "night waiters," there

is no such type of worker defined or provided for. This defect alone is sufficient ground for the Court to dismiss the claim.

(2) That the workers are emergency workers under clause 26.

(3) That under that clause they are clearly not entitled to the wages or the same conditions as waiters under clause 7.

(4) That there is no provision for a type of special night waiter, nor are there special wages provided for such.

(5) That in paying for overtime of workers employed under clause 26 the rate should be proportionate to overtime worked by other workers in accordance with the relative rate of wages for emergency workers.

7. The appellant being dissatisfied with such determination of the Stipendiary Magistrate, duly filed and served the following notice of appeal:—

In the Magistrates' Court holden at Wellington.—Between Errol Wilberforce Holmes George, Inspector of Awards, Wellington, plaintiff, and Frederick Carr, director, New Zealand Attractions, Ltd., Majestic Theatre Building, Willis Street, Wellington, restaurateur, defendant.

TAKE notice that the plaintiff intends to appeal to the Court of Arbitration on point of law against the judgment of A. M. Goulding, Esquire, Stipendiary Magistrate, given or made on the hearing of the above action at Wellington, on the 3rd April, 1941, on the grounds that the decision of the Magistrate was erroneous in point of law.

Dated at Wellington, this 15th day of May, 1941.

E. W. H. GEORGE, Inspector of Awards.

To the Clerk of Court at Wellington, and to the defendant.

8. The appellant has taken all steps to entitle him to prosecute this appeal.

9. The question for this honourable Court is whether the decision is right in law.

Signed by the said Magistrate and sealed with the seal of the Magistrates' Court at Wellington, this 23rd day of May, 1941.

A. M. GOULDING, Stipendiary Magistrate.

JUDGMENT OF THE COURT, DELIVERED BY TYNDALL, J.

This is an appeal on point of law from a decision of Mr. A. M. Goulding, S.M.

The Court is satisfied that clause 26 of the award is designed specially to cover the class of work performed by the workers named in the original statement of claim, and that these workers were engaged by the respondent under the provisions of the said clause.

The appellant contends that whenever in any week the workers are required on any one or more occasions to work beyond 11.30 p.m. or 12 p.m., as the case may be, the terms of their engagement are thereby automatically altered in a retrospective manner to bring them within the classification of waiters as set out in clause 7 (i) of the award. With this contention the Court cannot agree.

Inter alia, the appellant also made the following submissions in writing in support of his appeal:—

“His Worship the Magistrate referred to the provisions of clause 6 (b)—namely: All time worked in excess of the hours herein specified shall be deemed overtime,”

and said that these words “are wide enough to cover all workers under the award in whatever category they come.”

I respectfully submit that the learned Magistrate misdirected himself on page 4 when dealing with clause 6 of the award in making the stipulation that clause 6 (b) has a wider application than the award provides when he said the opening words of paragraph (b) “are wide enough to cover all workers under the award in whatever category they come.”

Clause 6 (a) of the award makes reference definitely to overtime payable for hours worked in excess of those provided in clause 2, and has no reference, therefore, to clause 26.

I submit that the term “in excess of” refers or relates to the number of hours (*vide* clause 2), and not to the clock hours as set out in clause 26. If it were intended to cover clause 26, the award would have said “outside of” or “in excess of.” In Mr. Justice Frazer’s interpretation of the General Electrical Workers’ award, Vol. XXII, p. 504, in respect of the computation of weekly and daily maximum times, it is reported as follows: “The award provided that forty-four hours should constitute a week’s work and that the working-hours should be between the hours of 8 a.m. and 5 p.m. on five days of the week, and between 8 a.m. and noon on Saturday. All time worked ‘in excess of’ the hours set out should be paid for at overtime rates. The question was whether it was competent for an employer to employ workers before or after the hours set out when such workers were not employed between those hours or in excess of forty-four hours a week, and, if so, were overtime rates payable. *Held*, That the words ‘in excess of’ relate to number of hours and not to the times within which such number of hours might be worked.”

I therefore submit that in the present case the workers who were employed before or after the two sets of 8 p.m. and 11.30 p.m. and 9 p.m. and 12 midnight were employed

outside of those hours, and therefore I contend that the Magistrate was wrong in holding that no breach of award had been committed.

The Court has perused the full decision of Mr. Justice Frazer in the interpretation cited by the appellant, but does not consider that it furnishes adequate authority for the reversal of the judgment of the learned Magistrate.

The clauses which Mr. Justice Frazer was requested to interpret were as follows:—

6. Forty-four hours shall constitute a week's work. The working-hours shall be between the hours of 8 a.m. and 5 p.m. on five days of the week, and between the hours of 8 a.m. and noon on Saturday of each week.

7. (a) All time worked in any one day in excess of the hours provided for in clause 6 hereof shall be paid for at the rate of time and a half for the first three hours and double time for all further time so worked.

The questions submitted to the Court and the answer given are as follows:—

“Question: (1) Is it competent for an employer to employ workers under this award before 8 a.m. and after 5 p.m. on five days of the week, and before 8 a.m. or after twelve noon on Saturdays, when such workers are not employed between the said hours or in excess of forty-four hours in the week?

“(2) If so, are overtime rates payable to workers who are not employed during ordinary working-hours for time worked before 8 a.m. and after 5 p.m. on five days of the week and before 8 a.m. and after noon on Saturdays?

“Answer: The limitation of the hours of work to the hours between 8 a.m. and 5 p.m. on five days of the week and between 8 a.m. and 12 noon on Saturday makes it impossible to work more than eight hours a day on the first five days of the week and four hours on Saturday, or a total of forty-four hours a week, between those hours, and forty-four hours is independently fixed as the working-week. The words ‘in excess of’ appearing in clause 7 (a) of the award relate to a number of hours, and not to the times within which that number of hours may be worked. It is impossible to read the words ‘in excess of’ as having the meaning ‘before and after.’ *The meaning of clause 7 is that a worker who works more than eight hours on Monday, Tuesday, Wednesday, Thursday, or Friday, or more than four hours on Saturday is entitled to be paid the overtime rates prescribed in that clause.* Obviously, the case in contemplation when the award was framed was that of a worker whose ordinary hours were 8 a.m. to 5 p.m. and 8 a.m. to 12 noon being called upon to perform further work. As any work done in excess of eight hours and four hours respectively on any day would necessarily

be performed before 8 a.m. or after 5 p.m. or 12 noon, it was not necessary to make any special reference to work done before or after those hours. The present case, therefore, is not provided for by the award. If it is permissible to employ a worker, who works between the specified hours, to perform additional work before and after those hours, it is equally permissible to employ, before or after those hours, a worker who has not worked his full eight hours or four hours between them. Unless, however, his daily work is "in excess of" the number of hours specified he is not entitled to claim overtime rates.

"The award does not contain the usual clause dealing with matters not specifically provided for, so in the event of the employers and the union being unable to reach an agreement as to the terms on which such a worker may be employed the matter may be referred to the Court for decision."

We have italicized certain words in the decision. It should be noted that in clause 6 there is no direct reference to the number of hours to be worked *per day*, clock-hours only being mentioned.

In the case now under consideration we are interested in the following clauses:—

Emergency Workers.

26. (b) Waiters and male bar attendants may be employed between 8 p.m. and 11.30 p.m. or between 9 p.m. and 12 midnight at a wage of £2 per week.

Overtime.

6. (b) All time worked in excess of the hours herein specified shall be deemed to be overtime and shall be paid for at the following rates . . . other workers receiving less than £2 10s. weekly, 2s. per hour for the first four hours and 2s. 9d. per hour thereafter . . .

We consider that clause 6 (b) above is applicable to the emergency workers mentioned in clause 26 (b), and that we should adopt an interpretation similar to that of Frazer, J., quoted above—namely, that the meaning of clause 6 (b) in the New Zealand Tea-rooms and Restaurant Employees' award is that an emergency worker engaged as a waiter who starts work at 8 p.m. and who works more than three and a half hours on Monday, Tuesday, Wednesday, Thursday, Friday, or Saturday is entitled to be paid the appropriate overtime rates prescribed in that clause, and, similarly, that an emergency worker engaged as a waiter who starts work at 9 p.m. and who works more than three hours on Monday, Tuesday, Wednesday, Thursday, Friday, or Saturday is also entitled to be paid the appropriate overtime rates.

It is true that in clause 26 (b) no weekly hours are directly specified, whereas in the award considered by Mr. Justice Frazer it was stated that forty-four hours should

constitute a week's work. It must be pointed out, however, that clause 26 (b) prescribes a fixed weekly wage and there is no reasonable inference that can be drawn other than that the weekly hours are twenty-one in the case of one class of worker and eighteen in the case of the other class.

The Court agrees with the finding of the learned Magistrate that no breach of the award has been established, and the appeal is disallowed.

Dated this 26th day of August, 1941.

[L.S.]

A. TYNDALL, Judge.

**TARANAKI, WELLINGTON, MARLBOROUGH, AND CANTERBURY
FRONT-OF-HOUSE EMPLOYEES.—PARTIAL EXEMPTION
FROM AWARD.**

In the Court of Arbitration of New Zealand, Wellington Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments; and in the matter of the Taranaki, Wellington, Marlborough, and Canterbury Front-of-house Employees' award, dated the 17th day of February, 1941, and recorded in Book of Awards, Vol. XLI, p. 35.

Tuesday, the 16th day of September, 1941.

UPON reading the application of the Wellington Competitions Society (Inc.) for partial exemption from the provisions of the Taranaki, Wellington, Marlborough, and Canterbury Front-of-house Employees' award, dated the 17th day of February, 1941, and recorded in Book of Awards, Vol. XLI, p. 35, and upon hearing the duly appointed representatives of the said society and of the union of workers party to the said award, this Court, in pursuance and exercise of the powers conferred upon it by section 89 of the Industrial Conciliation and Arbitration Act, 1925, as amended by section 5 (4) of the Industrial Conciliation and Arbitration Amendment Act (No. 2), 1937, and with the consent of the parties, doth hereby order as follows:—

1. That nothing in the said award shall apply to the Wellington Competitions Society (Inc.) in so far as their annual competition festivals are concerned, except that clause 27 (workers to be members of union) shall apply and that ticket-sellers shall be covered by the hours of work and wages clauses of Part I of the said award.

2. That this order shall take effect as from the day of the date hereof.

[L.S.]

A. TYNDALL, Judge.

OTAGO ELECTRICAL WORKERS.—AWARD.

In the Court of Arbitration of New Zealand, Otago and Southland Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments; and in the matter of an industrial dispute between the Dunedin and Suburban General Electrical Workers' Industrial Union of Workers (hereinafter called "the union") and the undermentioned unions, corporations, Boards, persons, firms, and companies (hereinafter called "the employers") :—

The Dunedin Electrical Contractors' Industrial Union of Employers.
The Dunedin Electrical Traders' Industrial Union of Employers.

Barnetts Radio Supplies, Ltd., Octagon, Dunedin.

Barth Electrical Supplies, Ltd., 36 George Street, Dunedin.

Turner, G., Ltd., Stuart Street, Dunedin.

Brown, V., Anderson's Bay Road, Dunedin.

Bruce Woollen Co., Ltd., Milton.

Burt, A. and T., Ltd., 211 Stuart Street, Dunedin.

Cadbury, Fry, Hudson, Ltd., 30 Castle Street, Dunedin.

Dominion Fertilizer Co., Ltd., Ravensbourne.

Dunedin City Corporation, Town Hall, Dunedin.

Electric and Plumbing Supplies, Ltd., 149 Stuart Street, Dunedin.

Electrolux Ltd., 147 Princes Street, Dunedin.

Gough, Gough, and Hamer, Ltd., 142 Rattray Street, Dunedin.

Kemphorne, Prosser, and Co. (N.Z. Drug Co.), Ltd., 22 Stafford Street, Dunedin.

King, K. A., Thames Street, Oamaru.

Love Construction Co., Ltd., Halsey Street, Dunedin.

Milburn Lime and Cement Co., Ltd., Crawford Street, Dunedin.

Moore, G., Electrician, Kaitangata.

National Electrical and Engineering Co., Ltd., Lower High Street, Dunedin.

New Zealand Refrigerating Co., Ltd., Burnside.

North Otago Engineering and Iron Works Co., Ltd., 28 Tyne Street, Oamaru.

Otago Central Electric-power Board, Alexandra.

Otago Electric-power Board, Milton.

Otago Harbour Board, Dunedin.

Roslyn Woollen Mills (Ross and Glendining, Ltd.), Dunedin.

Sonntag, Chas., Ltd., 14-16 Carroll Street, Dunedin.

Stewart Electrical Co., Ltd., Rattray Street, Dunedin.

Stevenson and Cook, Ltd., Port Chalmers.

Teviot Electric-power Board, Roxburgh.

Union Steam Ship Co., Ltd., George Street Wharf, Port Chalmers.

Urwil, H. C., Ltd., Dunbar Street, Dunedin.

Waitaki Electric-power Board, Thames Street, Oamaru.

Waitaki Farmers' Freezing Co., Ltd., Pukeuri Junction.

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the above-mentioned dispute, and having heard the union by

its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, doth hereby order and award:—

That, as between the union and the members thereof and the employers and each and every of them, the terms, conditions, and provisions set out in the schedule hereto and of this award shall be binding upon the union and upon every member thereof and upon the employers and upon each and every of them, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this award; and, further, that the union and every member thereof and the employers and each and every of them shall respectively do, observe, and perform every matter and thing by this award and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this award or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same. And the Court doth hereby further award, order, and declare that any breach of the said terms, conditions, and provisions set out in the schedule hereto shall constitute a breach of this award, and that a penalty as by law provided shall be payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect as from the 25th day of August, 1941, and shall continue in force until the 25th day of August, 1942, and thereafter as provided by subsection (1) (d) of section 89 of the Industrial Conciliation and Arbitration Act, 1925.

In witness whereof the seal of the Court of Arbitration hath hereto been affixed, and the Judge of the Court hath hereunto set his hand, this 21st day of August, 1941.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE.

Industry to which Award applies.

1. (a) This award shall apply to licensed electrical workers in the district hereinafter set out who are engaged in work which comes within the scope of the (New Zealand) Government Electrical (Supply and) Wiring Regulations; and such

work shall include the constructing, erecting, installing, wiring, maintaining, and repairing of all classes of electric lighting and signs and power appliances, and of any other appliances which require a practical knowledge of electricity.

(b) Nothing herein contained shall apply to the construction, erection, or repairing of the mechanical portion of any of the above-mentioned appliances or machinery by a mechanical engineer or to a motor electrician as defined in any motor mechanics' award, but nothing in this subclause shall be construed as in itself authorizing the employment of a mechanical engineer on electrical workers' work.

(c) Nothing herein contained shall apply to shift engineers, switchboard and substation operators, or linesmen.

(d) Nothing herein contained shall apply to work done in connection with—

- (1) Radio apparatus or appliances; nor
- (2) The manufacture in a factory of any electrical apparatus or appliance not requiring a technical knowledge of electricity.

Wages.

2. (a) Journeymen electrical workers shall be paid a minimum wage of 2s. 9½d. per hour.

(b) Any journeyman who is placed in charge of work on which three or more workers, other than apprentices, are employed shall receive 3d. (threepence) per hour in addition to the above wages, provided the job shall extend three days or more.

(c) Wages shall be paid weekly or fortnightly during working-hours.

(d) In the event of a worker being discharged for any cause, or when a worker leaves of his own accord, he shall be paid full wages within one hour, and for all time spent by him over the said one hour waiting for his wages ordinary time shall be paid.

Increase in Rates of Remuneration.

3. All rates of remuneration, including time and piece wages and overtime and other special payments provided for in this award, shall be subject to the provisions of the general order dated 9th August, 1940, under the Rates of Wages Emergency Regulations 1940, increasing rates of remuneration by an amount equal to 5 per cent. thereof.

Hours of Work.

4. (a) Except as otherwise provided herein, the ordinary hours of work shall not exceed eight hours on five days of the week, Monday to Friday inclusive, to be worked between the hours of 7.30 a.m. and 5 p.m.

(b) Employers shall provide time-sheets or time-books for their employees, in which the employees' hours of work each day shall be entered by the workers.

(c) Where employees attend at the place of employment at the usual hour for commencing work, work shall be found for them for at least one and a half hours, or payment shall be made for one and a half hours, at the minimum rate, except when short time is being worked.

(d) The ordinary hours of work in respect of troublemen and faultmen covered by this award employed by electrical supply authorities shall be such as the exigencies of the employment may reasonably require, but shall not exceed 120 hours in each three weeks, to be worked on not more than twenty-two days in each four-weekly period.

(e) The ordinary hours of work for electrical workers employed by freezing companies shall be forty-four per week, to be worked on five and a half days of the week.

Overtime.

5. (a) Overtime shall be worked as required by the employer, and except as otherwise provided all time worked in any day in excess of or outside the hours specified in clause 4 hereof shall be paid for at the rate of time and a half for the first four hours in any one day, and thereafter at double time rates.

(b) If a worker is called from his home to work outside the ordinary working-hours he shall be paid for time reasonably occupied by him in travelling from and returning to his home.

(c) Employers shall provide a meal or allow meal-money at the rate of 1s. 6d. per meal when workers are called upon to work overtime after 6 p.m., provided that such workers cannot reasonably get home to their meals.

(d) Any worker having performed his ordinary day's work and having worked overtime at rates as provided herein until the ordinary time for commencing work next day, and being then required to continue working, shall be paid at double time rates for so long as he continues to work thereafter: Provided that a worker being required to work continuously shall not thereafter be stood down for a lesser period than four hours.

(e) Where an employer in the ordinary course of his business is required to service a wide spreading area he may by arrangement with the union extend the ordinary hours of work by payment of such extra rate as may be mutually agreed upon as overtime.

Dirty Work.

6. (a) Where the conditions are unhealthy or more injurious to clothing than the ordinary workshop conditions, dirt-money at the rate of 1s. 6d. per day or portion of a day shall be paid to all employees; such conditions (without limiting the definition) may be found in stokeholds, about boilers and galleys, or any employee working on board a boat in any of the following places: Forepeak, afterpeak, chain locker tanks, bilges, bunkers, engine-room, funnel, boilers, or stokeholds; or any worker while employed about a ship's boiler, or at installing or overhauling storage batteries, or at work in freezing chambers while freezing is being carried on, or repairing damage done by fire.

(b) Unless it can be shown that the conditions appertaining to any particular job done in connection with such work is no dirtier than the ordinary workshop conditions, work done at the following places shall be considered dirty work: Wool-scouring works, scraping-sheds of tanneries, boiling-down works, char end of sugar-works, furnace-rooms of glass-works, galvanizing-works, smelting-works, chemical-works, sanitary works, artificial-manure works, gutworks and fellmongery department of slaughter-yards, in slaughter-yards during killing operations, cement-works, stables, margarine-factories.

The above clause shall not apply to workers who are regularly employed on the staff of the above-mentioned works, neither shall it apply to buildings under construction that are to be used for the purpose of carrying on any of the above industries, or to work carried on in connection with vehicle storage-battery work.

Cement-works: Work performed in clinker-grinding mills only shall be considered as coming within the scope of this clause.

(c) A "day" shall mean any portion of the twenty-four hours a worker may be employed at such work.

Holidays.

7. For work done on Sundays, New Year's Day, Good Friday, Easter Monday, Anzac Day, the Sovereign's Birthday, Labour Day, Boxing Day, and Christmas Day double time rates shall be paid.

Suburban Work.

8. (a) "Suburban work" means work done elsewhere than at the shop of the employer and over one mile and a half from the chief or principal post-office in any city, town, or borough, but which does not come under the definition of "country work."

(b) Workers shall be at the place where the work is to be performed at the hour appointed for the commencement of work, but if such place is distant more than one mile and a half from the central place selected workers employed thereon shall be allowed and paid for the time reasonably occupied in travelling to and from such work beyond one mile and a half, or they shall be conveyed to and from such work by the employer. All time travelled beyond one mile and a half shall be allowed for at the rate of three miles an hour. Workers employed on suburban work shall be refunded any sum in excess of 2s. per week expended by them in travelling to and from work.

(c) Where workers are conveyed by the employer to and from work time occupied in travelling to and from up to twenty (20) minutes per day one way shall not be paid for.

Country Work.

9. (a) "Country work" means work done by a worker in such a locality as to necessitate his sleeping elsewhere than at his genuine place of residence in New Zealand.

(b) The provision herein contained relative to country work shall apply whether or not the worker, prior to his accepting such country work, is already in the service of the employer, and whether the worker is engaged at the place where the work is to be done or elsewhere, and irrespective of the employer's usual place of business.

(c) The employer shall convey the worker free of charge, or pay his fare, to and from country work, but once only during the continuation of the work. If, however, the worker is withdrawn from such work by the employer or if he returns therefrom requiring medical attention in consequence of accident or sickness arising out of and in the course of the employment, and is, in either case, again required on the work, the employer shall again convey him or pay his fare to and from such work.

(d) Time occupied in travelling during ordinary working-hours, once each way, shall be paid for at ordinary rates.

(e) The employer shall provide the worker while on country work with suitable board and lodging, or in lieu thereof pay him for each working-day the sum of 5s. 2d.:

Provided that where, through circumstances within the control of the employer, a worker is employed upon country work for less than six consecutive days, the employer shall provide such board and lodging and may not elect to make such payment in lieu thereof.

(f) Notwithstanding anything contained in this award, an employer may agree with a worker that, in respect of any specified country work, the hours of work (without payment of overtime) shall be different from or in excess of those prescribed in this award.

General Conditions.

10. (a) Workers shall provide the following tools: Pliers, screw-drivers, brace and bits, footprints, hammer, hack-saw frame, chisels, pad-saw handle.

The employer shall provide soldering-bolts, metal-pots, hack-saw blades, blow-lamps, files, stocks and dies, testing-equipment for electricians, and any special tools required for exceptional work, for which the workers to whom the tools are issued shall be responsible.

(b) Should a worker use his bicycle or motor-cycle he shall be allowed 2s. per week in the case of a bicycle and 1s. per day in the case of a motor-cycle.

Disputes Committee.

11. Any dispute in connection with any matter not provided for in this award shall be settled between the employer concerned and the secretary or the president of the union, and in default of any agreement being arrived at, then such dispute shall be referred to the Conciliation Commissioner for the district, who may either decide the same or refer the matter to the Court. Either party, if dissatisfied with the decision of the Conciliation Commissioner, may appeal to the Court upon giving written notice of such appeal to the other party within fourteen days after such decision shall have been communicated to the party desiring to appeal.

Exemptions.

12. (a) The hours of work for workers engaged on ship-repair work shall be forty-four per week, to be worked from 8 a.m. to 5 p.m. each day from Monday to Friday inclusive, and from 8 a.m. to noon on Saturday.

(b) If a worker is employed for portion of the week on work other than ship-repair work and for portion of the same week on ship-repair work his hours of work for that week shall be forty, but Saturday from 8 a.m. to noon on ship-repair work will be permitted in such week provided that the forty hours is not thereby exceeded.

(c) This award shall not apply to any electrical worker who is on the articles of any ship or is standing by such ship on seagoing wages during repair or overhaul.

Under-rate Workers.

13. (a) Any worker who considers himself incapable of earning the minimum wage fixed by this award may be paid such lower wage as may from time to time be fixed, on the application of the worker after due notice to the union, by the local Inspector of Awards or such other person as the Court may from time to time appoint for that purpose; and such Inspector or other person in so fixing such wage shall have regard to the worker's capability, his past earnings, and such other circumstances as such Inspector or other person shall think fit to consider after hearing such evidence and argument as the union and such worker shall offer.

(b) Such permit shall be for such period, not exceeding six months, as such Inspector or other person shall determine, and after the expiration of such period shall continue in force until fourteen days' notice shall have been given to such worker by the secretary of the union requiring him to have his wage again fixed in manner prescribed by this clause: Provided that in the case of any person whose wage is so fixed by reason of old age or permanent disability it may be fixed for such longer period as such Inspector or other person shall think fit.

(c) Notwithstanding the foregoing, it shall be competent for a worker to agree in writing with the president or secretary of the union upon such wage without having the same so fixed.

(d) It shall be the duty of the union to give notice to the Inspector of Awards of every agreement made with a worker pursuant hereto.

(e) It shall be the duty of an employer, before employing a worker at such lower wage, to examine the permit or agreement by which such wage is fixed.

Workers to be Members of Union.

14. (a) It shall not be lawful for any employer bound by this award to employ or to continue to employ in any position or employment subject to this award any adult person who is not for the time being a member of an industrial union of workers bound by this award or who is not for the time being a member of a trade-union which was registered as such before the 1st day of May, 1936, and which is bound by this award: Provided, however, that any non-unionist may be continued in any position or employment by an employer

bound by this award during any time while there is no member of a union bound by this award who is available to perform the particular work required to be done and is ready and willing to undertake it.

(b) For the purposes of subclause (a) of this clause a person of the age of eighteen years or upwards, and every other person who for the time being is in receipt of not less than the minimum rate of wages prescribed by this award for workers of the age of twenty-one years and upwards, shall be deemed to be an adult.

(NOTE.—Attention is drawn to subsection (4) of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, which gives to workers the right to join the union.)

Application of Award.

15. This award shall apply to the original parties named herein, and shall extend to and bind as subsequent party hereto every trade-union, industrial union, industrial association, or employer who, not being an original party hereto is, when this award comes into force or at any time whilst this award is in force, connected with or engaged in the industry to which this award applies within that portion of the industrial district to which this award relates.

Scope of Award.

16. This award shall operate throughout that portion of the Otago and Southland Industrial District which is included in the Provincial District of Otago.

Term of Award.

17. This award shall come into force on the 25th day of August, 1941, and shall continue in force until the 25th day of August, 1942.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the Court hath hereunto set his hand, this 21st day of August, 1941.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM.

The matters referred to the Court related to wages, over-time, rate for dirty work, and holidays.

The rate for journeymen is fixed at 2s. 9½d. per hour, the same figure as appeared in the last award. This rate was originally agreed upon in conciliation in 1938, and although it is in excess of the Court's standard rate of 2s. 9d. per

hour for skilled workers, it is not proposed to make any reduction on this occasion. The workers covered by this award are registered wiremen only, whereas other electrical workers' awards throughout the Dominion cover unregistered journeymen in addition to registered workers. This fact may or may not have been taken into special consideration by the parties when the rate was agreed upon.

A. TYNDALL, Judge.

OTAGO AND SOUTHLAND **METAL-WORKERS' ASSISTANTS.**—
INTERPRETATION.

In the Court of Arbitration of New Zealand, Otago and Southland Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments; and in the matter of an application by the Inspector of Awards at Dunedin for interpretation of the Otago and Southland Metal-workers' Assistants' award, dated the 24th day of September, 1940, and recorded in Book of Awards, Vol. XL, p. 1441.

Meal-money—Payment of—“Supper Interval,” Meaning of—Overtime—Metal-workers' Assistants—Definition: “after 6 p.m.”

The award provided “Meal-money: The employer shall allow meal-money at the rate of 1s. 6d. per meal where workers are called upon to work overtime after 6 p.m. on Monday, Tuesday . . . Crib-time: When working overtime supper and crib-time shall be paid for.” Where the workers commenced work at 8 a.m. Monday and worked continuously from then save for meal intervals till 3 p.m. on Tuesday. *Held*, That the allowance of 1s. 6d. was payable for each of the meals—“evening meal” and “supper”—on the Monday. Such payment was not due for breakfast or dinner at midday on Tuesday.

WHEREAS by the Otago and Southland Metal-workers' Assistants' award, dated the 24th day of September, 1940, and recorded in Book of Awards, Vol. XL, p. 1441, it was directed, *inter alia*, in clause 5 (h) and (i) that:—

(h) Meal-money: The employer shall allow meal-money at the rate of 1s. 6d. per meal when workers are called upon to work overtime after 6 p.m. on Monday, Tuesday, Wednesday, Thursday, or Friday, or after 1 p.m. on Saturday, unless such workers can reasonably get home for a meal and return to their work in one hour, in which case the meal allowance need not be paid; and

(i) Crib-time: When working overtime, supper and crib-time shall be paid for.

And whereas a question has arisen as to the interpretation of the said award to the following purport:—

Is a worker who, commencing work at 8 a.m. on Monday, and who cannot reasonably get home to his meal and return to his work within one hour, worked

throughout that day, throughout the night, and until 3 p.m. on Tuesday, with time off only for meals, entitled to be paid the prescribed meal-money for (1) the evening meal on Monday, (2) supper on Monday night, (3) breakfast on Tuesday morning, and (4) dinner at midday on Tuesday? If not so entitled, in respect of what meals is he entitled to payment of meal-money?

And whereas the Inspector of Awards at Dunedin has made application to the Court for the interpretation of the said award.

OPINION OF THE COURT, DELIVERED BY TYNDALL, J.

The interpretation of clause 5 (h) of the award, so far as the circumstances in the present case are concerned, involves consideration of two main points:—

- (1) Whether for the purposes of the clause supper is a “meal”.
- (2) Whether for the purposes of the clause time worked by the worker on Tuesday is overtime after 6 p.m. on Monday.

With regard to the first point, attention is drawn to sub-clause 3 (e) of the “Hours of Work” clause, which reads:—

No worker shall be required to work more than four and a half hours continuously without an interval of at least three-quarters of an hour for a meal: Provided that this meal-time may be reduced to half an hour by mutual agreement.

It may be suggested that this provision refers more particularly to a meal during the ordinary working-hours of the day, but when the overtime clause is referred to it is found that “intervals for meals” and “meal intervals” are mentioned in subclauses 5 (b) and 5 (e). These clauses read:—

5. (b) Any worker having worked for twenty-four hours inclusive of intervals for meals shall not be required to continue working without his consent. If he does continue working he shall be paid double rates for all time worked on the second day.

5. (e) Where a worker is required to work overtime in the terms of subclause (a) hereof after the ordinary hour of ceasing work for the day and where such period of overtime is broken except for meal intervals, after at least four hours' overtime has been worked no worker shall be called upon to resume work until a period of eight hours has elapsed unless double rates are paid for all time worked following such resumption of work.

Clause 5 (e) obviously contemplated more than one meal interval in a day after the ordinary hour of ceasing work. The supper interval must therefore be regarded as the second meal interval after the ordinary hour of ceasing work. Supper must consequently be a meal for the purposes of clause 5 of the award.

The use of the expression "1s. 6d. *per meal*" in sub-clause 5 (*h*) appears to support this view.

With regard to the second point, clause 2 of the award defines "Sunday" as meaning the time between midnight Saturday and midnight Sunday, and "day" as meaning the period from midnight to midnight.

It is considered that there is no alternative but to regard Monday as meaning the time between midnight on Sunday and midnight on Monday.

In the case of the worker mentioned in the application for interpretation it is considered that the work done by him on Tuesday morning before 7.30 a.m. is overtime worked before 6 p.m. on Tuesday rather than overtime worked after 6 p.m. on Monday.

If the contrary view had been regarded as indisputable there would have been no necessity for the insertion of sub-clause 5 (*c*) in the award. It was contended at the hearing by the representative of the employers that subclauses 5 (*h*) and 5 (*i*) must be read in conjunction with one another and that it was not intended that the subclauses should operate independently in regard to the one and the same meal. With this view the Court cannot agree.

The subclauses deal with two distinct and separate payments, and there is no clear indication that if one subclause operates in regard to a specific meal the other subclause should not operate in regard to the same meal.

The question submitted to the Court is as follows:—

Is a worker who, commencing work at 8 a.m. on Monday, and who cannot reasonably get home to his meal and return to his work within one hour, worked throughout that day, throughout the night, and until 3 p.m. on Tuesday, with time off only for meals, entitled to be paid the prescribed meal-money for (1) the evening meal on Monday, (2) supper on Monday night, (3) breakfast on Tuesday morning, and (4) dinner at midday on Tuesday? If not so entitled, in respect of what meals is he entitled to payment of meal-money?

The answer is—

The worker is entitled to payment of meal-money for the following meals only:—

- (1) The evening meal on Monday.
- (2) Supper on Monday night.

Dated this 25th day of August, 1941.

[L.S.]

A. TYNDALL, Judge.

NEW ZEALAND GASWORKS' (OVER 12,000,000 CUBIC FEET OUTPUT) EMPLOYEES.—AWARD.

[Filed in the Office of the Clerk of Awards, Auckland.]

In the Court of Arbitration of New Zealand, Northern, Taranaki, Wellington, Marlborough, Nelson, Westland, Canterbury, and Otago and Southland Industrial Districts.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments; and in the matter of an industrial dispute between the New Zealand Gasworks and Related Trades' Employees' Industrial Union of Workers (hereinafter called "the union" and the undermentioned companies and local bodies (hereinafter called "the employers")—

Auckland Gas Co., Ltd., Auckland.
 Ashburton Gas Co., Ltd., Ashburton.
 Birkenhead and Northcote Gas Co., Ltd., Northcote.
 Blenheim Gas Department, Blenheim.
 Christchurch Gas Co., Ltd., Christchurch.
 Dannevirke Gas Department, Dannevirke.
 Gisborne Gas Co., Ltd., Gisborne.
 Greymouth Gas Department, Greymouth.
 Hamilton Borough Gas Department, Hamilton.
 Hawera Gas Co., Ltd., Hawera.
 Invercargill Gas Department, Invercargill.
 Petone and Hutt Gas Lighting Board, Petone.
 Napier and Hastings Gas Co., Ltd., Napier.
 Nelson Gas Department, Nelson.
 New Plymouth Gas Co., Ltd., New Plymouth.
 Oamaru Gas Department, Oamaru.
 Palmerston North Gas Department, Palmerston North.
 Timaru Gas Co., Ltd., Timaru.
 Wanganui Gas Department, Wanganui.
 Wellington Gas Co., Ltd., Wellington.
 Westport Gas Department, Westport.

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the above-mentioned dispute, and having heard the union by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, doth hereby order and award:—

That, as between the union and the members thereof and the employers and each and every of them, the terms, conditions, and provisions set out in the schedule hereto and of this award shall be binding upon the union and upon every

member thereof and upon the employers and upon each and every of them, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this award; and, further, that the union and every member thereof and the employers and each and every of them shall respectively do, observe, and perform every matter and thing by this award and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this award or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same. And the Court doth hereby further award, order, and declare that any breach of the said terms, conditions, and provisions set out in the schedule hereto shall constitute a breach of this award, and that a penalty as by law provided shall be payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect as hereinafter provided and shall continue in force until the 18th day of May, 1942, and thereafter as provided by subsection (1) (d) of section 89 of the Industrial Conciliation and Arbitration Act, 1925.

In witness whereof the seal of the Court of Arbitration hath hereto been affixed, and the Judge of the Court hath hereunto set his hand, this 22nd day of August, 1941.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE.

Industry to which Award applicable.

1. The industry to which this award applies is the manufacture and distribution of gas and by-products.

Hours of Work.

2. (a) *Yardmen, Drivers, and Mechanical Coal Plant Operators.*—The hours of work for yardmen and drivers and for the operator on the mechanical coal-plant at Wellington shall not exceed forty per week, exclusive of overtime.

Provided that any of such workers may be employed on Saturdays in bunkering and/or trimming coal or in handling coal, coke, or ashes in connection with the running of the plant for not more than four hours between 7.30 a.m. and noon at ordinary rates, but so that in no case shall the hours worked in any week at ordinary rates exceed forty-four:

Provided further that any of such workers may be employed on Saturdays in receiving and/or trimming coal inwards from wharf, ship, or rail for not more than four hours between 7.30 a.m. and 12 noon at the rate of time and a quarter.

Such men shall be paid at least four hours at ordinary rates if called out on Saturday mornings.

(b) *Complaints-men*.—The hours of work for complaints-men shall be as follows: Two sets of hours per day may be worked in the Complaints Department. The first set of hours (herein called the day set) shall be worked between the hours of 8 a.m. and 5 p.m. on five days of the week and between 8 a.m. and 12 noon on Saturdays. The second set of hours (herein called the afternoon set) shall consist of eight hours worked consecutively between the hours of 1 p.m. and 9 p.m. on six ordinary days of the week: Provided that no worker shall work more than eighty-four hours in each period of two weeks nor more than forty-four hours in any one week: Provided, further, that workers employed on the afternoon set of hours on six days per week, including Saturday afternoon, shall be paid an allowance of 10s. per week in addition to their weekly wages.

There shall be, as far as possible, an equal distribution of day and afternoon work among the complaints-men. Such distribution shall be so arranged that no complaints-men shall be required to work on a day set and on an afternoon set of hours in any one week, except in case of emergency.

(c) *Gate-keepers and Watchmen*.—The working-hours for gate-keepers and watchmen shall be between the hours of 6.30 a.m. and 10.30 p.m. on each day from Monday to Friday, both days inclusive, and between the hours of 6.30 a.m. and 1 p.m. on Saturdays: Provided that no worker shall work more than eighty-four hours in each period of two weeks nor more than forty-four hours in any one week.

(d) *All other Workers*.—The hours of work for all other workers, including maintenance-men and shiftmen, shall be forty per week, exclusive of overtime.

(e) For forty-hour workers, other than shift-workers, the daily hours shall be between 7.30 a.m. and 5 p.m. on each of the days of the week from Monday to Friday, both days inclusive.

For forty-four-hour workers the daily hours shall be between 7.30 a.m. and 5 p.m. from Monday to Friday, both days inclusive, and between 7.30 a.m. and 12 noon Saturday: Provided that no worker shall be required to work at ordinary rates for more than eight hours on any of the above days, except Saturday, and for more than four hours on Saturday.

(f) *Shift-work*.—The ordinary hours for shift-workers shall be as follows: A week's work shall consist of five shifts not exceeding eight hours each. Workers shall change shifts, as may be mutually arranged, so that no worker shall average more than twenty shifts in the period of twenty-eight days.

Classification and Rates of Wages.

3. The following shall be the minimum rates of wages:—

(1) *Shift-workers engaged in the Manufacture of Gas*—

(a) Horizontal retorts: Hand stoking—

	Per Shift.		
	£	s.	d.
Where only one man is employed ..	1	2	0
Where more than one man is employed per shift—leading stoker ..	1	2	6
Where more than two men are employed per shift—			
Leading stoker	1	3	0
Other stokers	1	2	0

(b) Horizontal retorts: Hand-operated machine stoking—

Where more than two men are employed—			
Stoker in charge	1	3	6
Other stokers	1	3	0

(c) Horizontal retorts: Power stoking machines—

Leading hand or working-shift foreman ..	1	3	9
Charging and pushing machine operators, stokers, retort patcher and scurfer, pipe-jumpers, water-gas operators, and coke-transporter men	1	1	8
Fire-cleaners regularly employed on shift-work or day-work	1	1	6

(d) Continuous vertical retorts—

(i) Leading operator	1	4	0
(ii) Other operators	1	3	0
(iii) Fire-cleaners employed regularly on shift-work or day-work: Provided, however, that any of such workers at Wellington at present receiving a higher rate of pay shall not have their wages reduced	1	1	6

(e) Vertical chamber ovens—

Leading operator, where more than one man is employed per shift ..	1	2	6
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(c) Vertical chamber ovens—*continued.*

	Per Shift.
	£ s. d.
Leading operator, where more than two men are employed per shift	1 3 0
Other operators and water-gas operators	1 2 0
Fire-cleaners where regularly employed on shift-work or day-work	1 1 6
(f) Engine-drivers shall be paid the rates provided in any award covering stationary and traction-engine drivers for the time being in force in the district concerned.	
(g) Ammonia-plant and tar-plant operators	1 0 6
(h) At Wellington, day-shift workers employed in retort-house	1 0 10
(i) At Wanganui, shift-worker operating tractor on coal-work	1 2 6

(2) *Day-workers.*—The following classes of workers shall be paid the rates prescribed in any award or industrial agreement for the time being in force covering such workers, but if not covered they shall be paid the rates hereinafter mentioned:—

- (a) (i) Tinsmiths, sheet-metal workers, dry-meter repairers, where soldering has to be done to meters, main-laying gangers (in charge of not less than six men), retort setters and patchers, motor mechanics, electricians, blacksmiths, loco-drivers, 2s. 9d. per hour.
- (ii) Provided that any of such workers at present receiving a higher rate of pay shall not have their wages reduced.
- (b) Cast-iron dry-meter repairers, where no soldering is required to meters, wet-meter repairers, service layers, main layers and jointers, head storemen, telepher-drivers, men employed chipping, cleaning, painting, and/or spraying steel and iron structures, 2s. 7½d. per hour.
- (c) Loco-firemen, blacksmiths' strikers, stove-meter and other shopmen reconditioning stoves, maintenance-men, complaints-men, 2s. 6d. per hour: Provided that any work defined as "plumbing work" in the New Zealand Plumbers and Gasfitters' award shall be paid for at the rate provided in the said award.
- (d) Showroom attendants, salesmen, and meter-readers, 2s. 6d. per hour.
- (e) (i) Operator on mechanical coal-plant at Wellington, 2s. 6d. per hour.
- (ii) Other coal-workers, 2s. 4d. per hour.

- (f) (i) By-product operators, 2s. 4½d. per hour.
- (ii) Operator tar-distilling plant on day-work, 2s. 5d. per hour.
- (iii) Other workers, 2s. 4½d. per hour.
- (g) Worker who is employed welding, 1s. 6d. per day or part of a day extra.
- (h) All other workers, 2s. 4d. per hour.
- (i) Depot attendants working shifts at Wellington, 18s. per shift.
- (j) Watchmen and gatemen, Auckland, £4 4s. per week.
- (k) Motor-drivers not covered by another award, and motor-drivers who are employed in connection with maintenance and servicing work, shall be paid the rates provided in the Motor and Horse Drivers' award for the time being in force.
- (l) (i) Working foremen shall be paid not less than the rate specified in paragraph (a) of subsection (2) hereof.
- (ii) Foremen in charge of depots may be paid a flat rate, to be mutually arranged between the foreman, the secretary of the union, and the manager of the works, and shall not otherwise be subject to the provisions of this award, except as to the provisions of clauses 11 and 21.
- (m) In works where fire-cleaners are not regularly employed to clean fires each day or shift and yard hands or other workers are employed to perform this work, they shall be paid while fire-cleaning at the fire-cleaner's rate: Provided that a minimum of five hours shall be paid for on each day when casual fire-cleaners are called upon to perform this work.
- (n) Workers other than tradesmen employed on tradesmen's work shall be paid the tradesmen's rates specified in clause 3 (2) (a) hereof.
- (o) Loco.-drivers standing by during the lunch-hour shall be paid for the standing-by time.
- (p) Workers required to fill an emergency vacancy in the retort-house shall be paid 2s. 6d. extra for the first shift, but this shall not apply to regular relieving workers.

Dirty Work.

4. (a) *Purifiers*.—Yard workers while engaged in emptying and refilling, easing or turning oxide in purifier-boxes, or in grinding oxide shall be paid 3s. per day or part of a day in addition to their ordinary wages: Provided that in works where a higher rate is paid at present for emptying boxes such rate shall not be reduced.

(b) Yard workers while engaged in cleaning out tar or distillate tanks or in removing crude naphthalene from tanks or wells shall be paid 3s. per day or part of a day in addition to their ordinary wages.

(c) Yard workers while employed filling retorts with coke, patching retorts, cleaning retort-bench flues, cleaning tar-mains and governor in retort-houses, dismantling retorts, mouthpieces, and ascension pipes, assisting to clean flues in emergencies, dismantling and cleaning (except steaming or washing out) washers and scrubbers, cleaning ammonia-stills shall receive 3d. per hour extra above yardmen's rates.

(d) Workers while engaged in discharging coal at Devonport shall be paid 4d. per hour in addition to their ordinary wages.

(e) Provided that not more than the highest rate payable under any one of the foregoing subclauses shall be payable on any one day.

(f) In view of special circumstances, in each case the following shall apply:—

- (i) Leading hand, coke-yard at Wellington, shall be paid 5s. per week above the yardman's rate.
- (ii) Leading hand, coke-yard at Wanganui, shall be paid 2s. per day above the yardman's rate.
- (iii) Coke-workers at Wanganui shall be paid 1s. per day above the yardman's rate.
- (g) (i) Men employed in spraying tar at Auckland shall be supplied with gum boots, gloves, and goggles.
- (ii) Workers while engaged in spraying tar shall be paid 3d. per hour above the yardman's rate.
- (iii) A yard hand employed in handling tar shall be paid 1d. per hour above his ordinary rate of wages.

Wet Places, &c.

5. While a worker is required to work under conditions not normal to his usual employment in excessively dusty places or in mud or water to such an extent that getting dusty,

muddy, or wet becomes unavoidable, he shall be paid 3d. per hour above his ordinary rates of pay: Provided that this shall not apply to workers who, under any other provision of this award, are being paid an allowance for similar conditions.

Hot Places.

6. Workers while employed in any place where the temperature is 110 degrees or over shall be paid 3d. per hour or part of an hour above their ordinary rate of pay.

Height-money.

7. (a) Workers required to work from a bosun's chair or a swinging stage shall be paid 2s. per day in addition to their ordinary rates of wages.

(b) Where a worker is required to work at a height from the ground which is unusual to his employment, and which is deemed to be dangerous, the question of additional payment, if any, shall be dealt with in accordance with the provisions of clause 19 hereof, except in the case of tradesmen, who shall receive such payment for height-money, if any, as may be prescribed by the relevant tradesmen's award.

Overtime.

8. (a) All time worked outside of or in excess of the hours mentioned in clause 2 hereof shall be considered overtime and shall be paid for at the rate of time and a half for the first three hours and thereafter at double time rates.

(b) Workers, other than shift-workers, who are called upon to work on Sunday shall be paid a minimum of four hours at double time rates, except for complaints-men, who shall be paid a minimum of two hours.

(c) *Shift-workers: Saturday, Sunday, and Holiday Pay.*—Each shift-worker working on Sunday or on the holidays mentioned in clause 10 hereof, or between the hours of 12 noon and midnight on Saturdays, shall be paid at the rate of time and a half for all time so worked.

(d) Except for the purpose of changing shifts, all time worked in excess of the hours prescribed in clause 2 hereof shall be paid for at the rate of time and a half for the first three hours and thereafter at double time rates.

(e) There shall be an equal distribution of overtime among the employees as far as practicable.

(f) Any casual or part-time shift-worker who has worked in excess of forty hours in any one week shall be entitled to payment for overtime at the rate applicable to the class of work on which the overtime was worked.

Meal-money.

9. The employers shall allow meal-money at the rate of 1s. 6d. per meal when workers are called upon to work overtime after 6 p.m. unless such workers can reasonably get home for a meal and return to work in one hour or such time as may be agreed upon between the union and the employer.

Holidays.

10. (a) Workers, other than shift-workers, shall be allowed the following holidays without deduction from pay: Christmas Day, Boxing Day, New Year's Day, Good Friday, Easter Monday, Anzac Day, Labour Day, the Sovereign's Birthday, 2nd January, and Anniversary Day or, where it is not observed, another day in lieu thereof to be mutually agreed upon.

(b) Workers, other than shift-workers, who are required to work on any of the days mentioned in the preceding sub-clause shall be paid for such work at double time rates.

(c) No payment shall be made in addition to the ordinary week's wages on account of any holiday which falls on a non-working day, except for work actually performed on that day.

Annual Holidays.

11. (a) In addition to the aforementioned holidays, workers, other than shift-workers, shall be granted one clear week's holiday after each complete twelve months of service at his ordinary rate of pay. The holiday shall be given at a time mutually arranged between the worker and the management. Any worker whose employment is terminated after less than twelve months, but not less than three months, shall be granted holiday pay proportionate to the time he has worked.

(b) Any worker, other than a regular shift-worker, who works part time as a shift-worker shall be granted annual leave on ordinary pay proportionate to the time he has worked on shift-work in each year, provided that in no case shall his total leave in any year exceed two full weeks.

(c) In addition to the holidays specified in clause 10 hereof, shift-workers, after each complete twelve months of service, shall be allowed a holiday of two clear weeks (ten working-days) at their ordinary rate of pay. The holiday shall be given at a time mutually arranged between the worker and the management.

(d) Any shift-worker who has been employed for less than twelve months, but not less than three months, upon his discharge or on leaving of his own accord or being transferred to other work than shift-work shall be entitled to holiday-pay *pro rata* at his ordinary rate of pay.

(e) All workers going on holiday shall receive their holiday-pay in advance up to the end of the current holiday period.

Employment of Youths and Females.

12. (a) Youths may be employed in meter-repairing shops, stove-shops, maintenance department, stores, and show-rooms in the proportion of one youth to every four or fraction of the first four adults permanently employed: Provided that youths under nineteen years of age shall not be employed in the maintenance or complaints departments and shall be employed as assistants to adults at servicing work for the first year of their employment.

(b) Subject to the provisions of the Factories Act, 1921-22, and its amendments, the following shall be the minimum rates of wages payable to youths:—

	Per Week.
	£ s. d.
Sixteen to seventeen years of age—	
First six months	1 5 0
Second six months	1 10 0
Seventeen to eighteen years of age—	
First six months	1 15 0
Second six months	2 0 0
Eighteen to nineteen years of age—	
First six months	2 10 0
Second six months	2 15 0
Nineteen to twenty years of age—	
First six months	3 0 0
Second six months	3 5 0
Twenty to twenty-one years of age—	
First six months	3 15 0
Second six months	4 0 0
Thereafter adult wages.	

(c) Where females are employed the wages and conditions as at present may be continued in operation during the currency of this award.

General Conditions.

13. (a) Workers employed working continuously for eight hours on a day-shift but who are not rotating shift-workers shall be paid at the same rate of wages as the shift-workers with whom they are working, and shall be entitled to the same privileges.

(b) Any worker, other than a shift-worker, employed in filling a casual vacancy caused through sickness or default of the above-mentioned workers shall receive 2s. 6d. for the first shift in addition to the wages prescribed in clause 3 hereof for shift-workers.

(c) *Payment of Wages.*—Except where mutually arranged, all wages shall be paid not later than Thursday of each week, during working-hours.

(d) *Pram-working.*—In the event of the coke-conveyor breaking down or being put out of action for repairs, machine-men and stokers shall be paid double rates for such time as they are employed at pram-working. Whilst pram-working, every endeavour shall be made by the workers to keep up the manufacture of gas, but they shall not be required to work continuously more than forty minutes to the hour.

(e) Workers employed in tunnels or in any places where they are in contact with gas, smoke, fumes, or dust shall be supplied with efficient respirators.

(f) The employer shall supply at each works sufficient and efficient tools and equipment, including respirators and first-aid outfits, to be kept in a convenient and accessible place.

(g) Men engaged in laying and cutting live mains shall be supplied with efficient respirators, which shall form part of the equipment.

(h) All gasworks buildings where men are required to perform work shall be adequately ventilated so as to protect the health and ensure the safety of the workers.

(i) A suitable heating-appliance shall be provided at the works for workers requiring to heat their food.

(j) Where coke from the retorts is required to be wheeled or trucked out, the floor of the retort-house shall be level and clear of obstruction, and the barrows or trucks in good working-order.

(k) During the time that any portion of the plant may be closed down temporarily workers usually employed on that portion of the plant shall be found employment in other departments.

(l) At all works each shift shall be a continuous eight hours.

Accommodation.

14. (a) The employers bound by this award shall provide and maintain at their works, to the satisfaction of the Inspector of Factories, sanitary arrangements and accommodation to enable workers to take their meals and change their clothing, and also provide lockers for the safe keeping of the workers' clothing, and make provision for hot and cold shower baths. The present practice as to keeping accommodation clean shall continue.

(b) Where reasonably necessary, the employers shall provide sanitary conveniences for the accommodation and for the reasonable comfort of outside workers.

Tools.

15. The employer shall provide each worker with such tools as he may require over and above his ordinary trade equipment. Tools lost shall be replaced at the worker's expense.

Travelling-allowance.

16. (a) Workers shall be at the place where the work is to be performed at the time appointed for commencing work. When the place where the work is to be performed is over one and a half miles from the place of engagement, all fares shall be paid by the employer, and the time reasonably occupied in travelling to and from work shall be allowed by the employer at ordinary time rates.

No worker residing less than one and a half miles from the place where the work is to be performed, by the nearest convenient mode of access for foot passengers, shall be entitled to the allowance mentioned in this subclause.

(b) Workers who use their own bicycles in the service of the employer shall be paid not less than the rate of 2s. 6d. per week for pedal-cycle and 10s. for motor-cycle.

(c) Any worker required to commence work after the cessation of public wheeled traffic or before the ordinary time of starting such traffic, and any worker who may work continuously until after the cessation of public wheeled traffic and cease work before the ordinary time of starting such traffic, shall be paid for time occupied in travelling to or from his home, computed on three miles per hour, at ordinary rates of pay.

If a conveyance is provided for the worker by his employer he shall not be entitled to payment for travelling-time.

For the purpose of this award "public wheeled traffic" shall mean trams, buses, trains, or ferries ordinarily used by workers travelling to and from their work.

Place of Engagement.

17. (a) Workers employed by any employer, other than the Auckland Gas Co., Ltd., shall accept engagement only at the works or other usual place of engagement of such employer.

(b) In the case of the Auckland Gas Co., Ltd., workers shall accept engagement only at main depots 1, 2, 3, 4, 5, 6, 7, 13, and 14; men on street mains and services shall not accept engagement at depots numbered 1, 2, 3, 4, 5, and 6.

The depots of the Auckland Gas Co., Ltd., are:—

1. Wyndham Street.
2. Pitt Street Showroom.
3. Devonport Showroom.
4. Onehunga Showroom.
5. Takapuna Showroom.
6. Otahuhu Showroom.
7. Gasworks, Beaumont Street.
8. Gasworks, Devonport.
9. Holder Station, Onehunga.
10. Holder Station, Otahuhu.
11. Holder Station, Takapuna.
12. Holder Station, Papatoetoe.
13. Holder Station, St. Heliers.
14. Holder Station, New Lynn.
15. Greenlane Depot.
16. Golf Road Depot.
17. Kensington Avenue Depot.
18. Point Chevalier Depot.
19. Mount Albert Depot.
20. Avondale Depot.

Termination of Employment.

18. (a) Except in the case of casual workers, not less than one week's notice shall be given on either side of the intention to terminate the employment of any worker, but this shall not prevent an employer from dismissing a worker summarily for misconduct, and such worker shall be paid only the wages due to the time of his dismissal.

(b) On the termination of his employment every worker, provided he shall have delivered to the employer all property in his possession belonging to the employer, shall be paid the sum due to him for wages.

Disputes Committee.

19. Should any dispute or difference arise in connection with any matter not provided for in this award it shall be settled between the particular employer concerned and two representatives of the local branch of the union; any such settlement shall be binding only on the parties to the particular dispute. If no settlement is arrived at, then such dispute shall be referred to a National Disputes Committee consisting of three representatives of the employers and three representatives of the union for their decision. If such committee is unable to decide the matter it may refer the matter to the Court of Arbitration or either party may appeal to the Court of Arbitration from the decision of such Committee upon giving to the other party fourteen days' notice in writing of intention so to appeal.

Under-rate Workers.

20. (a) Any worker who considers himself incapable of earning the minimum wage fixed by this award may be paid such lower wage as may from time to time be fixed, on the application of the worker after due notice to the union, by the local Inspector of Awards or such other person as the Court may from time to time appoint for that purpose; and such Inspector or other person in so fixing such wage shall have regard to the worker's capability, his past earnings, and such other circumstances as such Inspector or other person shall think fit to consider after hearing such evidence and argument as the union and such worker shall offer.

(b) Such permit shall be for such period, not exceeding six months, as such Inspector or other person shall determine, and after the expiration of such period shall continue in force until fourteen days' notice shall have been given to such worker by the secretary of the union requiring him to have his wage again fixed in manner prescribed by this clause: Provided that in the case of any person whose wage is so fixed by reason of old age or permanent disability it may be fixed for such longer period as such Inspector or other person shall think fit.

(c) Notwithstanding the foregoing, it shall be competent for a worker to agree in writing with the president or secretary of the union upon such wage without having the same so fixed.

(d) It shall be the duty of the union to give notice to the Inspector of Awards of every agreement made with a worker pursuant hereto.

(e) It shall be the duty of an employer, before employing a worker at such lower wage, to examine the permit or agreement by which such wage is fixed.

Workers to be Members of Union.

21. (a) It shall not be lawful for any employer bound by this award to employ or to continue to employ in any position or employment subject to this award any adult person who is not for the time being a member of an industrial union of workers bound by this award or who is not for the time being a member of a trade-union which was registered as such before the 1st day of May, 1936, and which is bound by this award: Provided, however, that any non-unionist may be continued in any position or employment by an employer bound by this award during any time while there is no member of a union bound by this award who is available to perform the particular work required to be done and is ready and willing to undertake it.

(b) For the purposes of subclause (a) of this clause a person of the age of eighteen years or upwards, and every other person who for the time being is in receipt of not less than the minimum rate of wages prescribed by this award for workers of the age of twenty-one years and upwards, shall be deemed to be an adult.

(NOTE.—Attention is drawn to subsection (4) of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, which gives to workers the right to join the union.)

Workers other than Adults.

22. If and so long as the rules of the union permit any worker employed in any position or employment subject to this award who is under the age of eighteen years to become a member of the union without ballot or other election, and upon payment of not more than half the payments provided by the rules of the union for adult workers, such worker shall become a member of the union, and if such worker neglects to become a member of the union within two weeks from the date of employment the employer shall, if requested so to do by the union, dismiss such worker, provided there is then a member of the union equally qualified and of similar status and ready and willing to perform the particular work required to be done.

Increase in Rates of Remuneration.

23. All rates of remuneration, including time and piece wages and overtime and other special payments provided for in this award, shall be subject to the provisions of the general

order dated 9th August, 1940, under the Rates of Wages Emergency Regulations 1940, increasing rates of remuneration by an amount equal to 5 per cent. thereof.

Scope and Application of Award.

24. (a) This award shall operate throughout the Northern, Taranaki, Wellington, Marlborough, Nelson, Westland, Canterbury, and Otago and Southland Industrial Districts, and shall apply to the parties named herein and to such other employers as may from time to time be added as parties by order of the Court.

(b) This award shall apply to workers employed in the gas manufacturing and distributing industry by employers parties hereto, but shall not apply to any such worker who is employed substantially at work covered by any other existing award or industrial agreement and who is bound by such award or industrial agreement.

Term of Award.

25. This award, in so far as it relates to wages, shall be deemed to have come into force on the 18th day of August, 1941, and as far as all the other conditions of this award are concerned it shall come into force on the day of the date hereof; and this award shall continue in force until the 18th day of May, 1942.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the Court hath hereunto set his hand, this 22nd day of August, 1941.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM.

At the original hearing of the dispute on the 27th June the Court heard representations from both parties and from the representative of the plumbers and gasfitters' organization concerning the possibility of overlapping in connection with work coming within the scope of the Plumbers and Gasfitters' award. The Court has made adjustments to clauses 3 (2) (a) (i) and 3 (2) (c) in an endeavour to overcome any difficulty which may arise.

In other respects the award embodies the terms of settlement arrived at by the assessors in Conciliation Council.

A. TYNDALL, Judge.

DOROTHY PATERSON, LTD., v. NEW ZEALAND FEDERATED HOTEL, RESTAURANT AND RELATED TRADES EMPLOYEES' INDUSTRIAL ASSOCIATION OF WORKERS.

In the Court of Arbitration of New Zealand, Otago and Southland Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments; and in the matter of the New Zealand Tea-rooms and Restaurant Employees' awards dated the 14th day of October, 1938, and the 31st day of July, 1940, and recorded in Book of Awards, Vol. XXXVIII, p. 3019, and Vol. XL, p. 1104; and in the matter of an appeal from the decision of the Magistrate's Court at Invercargill wherein Dorothy Paterson, Ltd., having its registered office at Invercargill and carrying on business as a restaurant-proprietor, defendant in the Court below, is appellant, and the New Zealand Federated Hotel and Restaurant and Related Trades Employees' Industrial Association of Workers, plaintiff in the Court below, is respondent. Hearing at Invercargill, 28th July, 1941. Counsel: B. W. Hewat for appellant, K. G. Archer for respondent.

Master and Servant—Two Concurrent Employments—Device to defeat Award—Employment, Terms of—Hotel and Restaurant Workers—Definition of "Worker"—Industrial Conciliation and Arbitration Act, 1925, Section 2.

Miss Paterson was the principal shareholder in Dorothy Paterson, Ltd. Miss Paterson owned premises known as Elmwood Garden and resided in a flat there. The company conducted a restaurant business known as the "Brown Owl Cafe" apart from Elmwood Garden. By a lease with the company, Miss Paterson granted to the company the use of the Elmwood premises (other than her private flat). The lease also provided that the "lessee shall be entitled to the assistance when available of one female employee to be kept on the premises by the lessor." The company used the Elmwood premises for private functions such as wedding parties, booking orders and making all arrangements for such parties at the Brown Owl Cafe. The food was prepared and sent from the cafe, and most of the staff required was supplied from the cafe. Miss T. was engaged as Miss Paterson's personal employee about Miss Paterson's flat at Elmwood, but she was also employed under the control of the company's servants at functions conducted by the company at Elmwood. Although Miss T. thought otherwise, her wages were paid by Miss Paterson and not by the company. The evidence showed that when Miss T. was engaged on work for the company at functions at Elmwood, the lessee company had and exercised full power to direct what she was to do and the manner in which the work was to be done. *Held* (affirming judgment of Magistrate, who considered the arrangement a device to defeat the award), That, as the whole of the services performed by Miss T., whether for Miss Paterson or for the company, were for consideration, the work she did for the company must be regarded as work for hire or reward, and that she was consequently a worker within the meaning of section 2 of the Industrial Conciliation and Arbitration Act, 1925, employed by the company.

CASE ON APPEAL ON POINT OF LAW AND MATTER OF FACT.

THIS is an appeal on point of law and a matter of fact from the decision of the Magistrate's Court sitting at Invercargill given on the 27th day of March, 1941.

Statement of Claim.

1. The plaintiff claims to recover from the defendant the sum of £10 as a penalty for a breach of the New Zealand Tea-room and Restaurant Employees' awards dated the 14th day of October, 1938, and the 31st day of July, 1940 (and recorded in Book of Awards, Vol. XXXVIII, p. 3019, and Vol. XL, p. 1104). The following are particulars of the said breach:—

That the defendant being a party to the said awards did from the 1st day of December, 1939, until the 16th day of August, 1940, employ Lilian Grace Todd, of Invercargill, domestic, as a general hand, and did fail to pay the said Lilian Grace Todd the wages prescribed by the said award.

2. The plaintiff also claims to recover from the defendant the sum of £10 as a penalty for another breach of the same. The following are particulars of the said breach:—

The defendant did during the period from the 20th day of July, 1940, to 26th day of July, 1940, employ the said Lilian Grace Todd for a longer period than forty-four hours in such week without payment of overtime.

3. The plaintiff also claims to recover from the defendant the sum of £10 as a penalty for another breach of the same. The following are particulars of the said breach:—

The defendant did during the period from the 20th day of July, 1940, to the 10th day of August, 1940, bring a worker—viz., the said Lilian Grace Todd—back to work after her day's work was finished before an interval of at least eleven hours had elapsed.

4. The plaintiff also claims to recover from the defendant the sum of £10 as a penalty for another breach of the same. The following are particulars of the said breach:—

The defendant did during the period from the 1st day of December, 1939, to the 16th day of August, 1940, fail to give seven days' notice in writing to the said Lilian Grace Todd of any change in the day fixed for her half-holiday as required by section 15 of the Shops and Offices Amendment Act, 1936.

5. The plaintiff also claims to recover from the defendant the sum of £10 as a penalty for another breach of the same. The following are particulars of the said breach:—

The defendant did during the period from the 1st day of December, 1939, to the 16th day of August, 1940, employ the said Lilian Grace Todd and did fail to supply her with two substantial meals—lunch and evening meal—on each working-day, and one substantial meal on her weekly half-holiday.

6. The plaintiff also claims to recover from the defendant the sum of £10 as a penalty for another breach of the same. The following are particulars of the said breach:—

The defendant did during the period from the 1st day of December, 1939, to the 16th day of August, 1940, fail to keep a time and wages book in which was correctly recorded—

(a) The kind of work in which the said Lilian Grace Todd was employed:

(b) The daily hours of her employment.

MAGISTRATE'S NOTES OF EVIDENCE AND EXHIBITS.

Lilian Grace Todd, employed Te Anau Hotel for period. I worked at Elmwood Garden nine months. I started 1st December, 1939. I went to Miss Kett at Brown Owl. I asked for a job. She told me that I could have a position at Elmwood. She said that I would be a laundress and to act at weddings, and if we were busy set up for weddings, and also if we were busy help with cleaning up after weddings.

Saw Miss Kett in the dining-room at Brown Owl. She told me my wages would be £2 per week. I went out to Elmwood Garden week after; stayed till September, 1940. Miss Swan, Miss Brozett, and Miss Ford were there. Two doing laundry and I in the room. My wages did not change during the time I was there. I did laundry, waiting, setting up, scrubbing and polishing, and cleaning automatic stoker. I scrubbed ball-room, supper-room, the two bath-rooms (lavatories), kitchen, and the washhouse and little room at back used to keep odds and ends. I did no work upstairs. Miss Dorothy Paterson lives privately up there. She had a maid of her own. I did Elmwood Garden laundry and the Brown Owl too. Two engaged—Mrs. Todd and I. Brown Owl laundry was the bigger. Did take clothes and tea-towels from Brown Owl; might do, too, from Brown Owl with some from Elmwood. One or two days' washing if we were very busy. If slack might get whole week washing. Got my pay at the Brown Owl. Miss Raines paid me. On ordinary day I would work eight hours per day; on extraordinary day would just work till we finished. I worked overtime there. Never paid for it. Usually started 8.30 a.m., never later than 9 a.m.; finish ordinary day at 5.30 p.m. Latest I finished was Show Day last year in December, 1939. I worked from 12 noon to quarter to 3 next morning. I went out to Brown Owl at 7 p.m. that evening. I got no overtime for that. Word came through from Brown Owl that we were to go down and work. I was in the bar dispensing, on the dishes for a while, and I worked for an hour that night. Worked at Brown Owl on other occasions—five times. I was

told to come in. I was either on the bar or doing dishes. I have worked till 2.30 a.m. frequently; just don't know how often. Usually finished when dances did. My pay was always paid at Brown Owl by Miss Raines. Just Army and Air Force dances while I was there. From what I understood it was just an open dance, both of them. Elmwood Garden was for weddings, dances, cabarets, parties, morning tea parties, sometimes meetings. Food for these functions came from Brown Owl. No baking done at Elmwood Garden. We had assistance from Brown Owl staff for these weddings, &c.; different girls came out. Miss Edmonds, Miss Coker, Miss Sutherland, Miss Fuller came out; they washed. Usually head girl from Brown Owl supervises the four at Elmwood Garden. We got all day Sunday and half-day during week and Christmas Day. Never had a set day of half-holiday; if nothing on we would take it. I live down Elles Road by Kew Hospital. Used to have a taxi supplied to take us home. We girls used to lock up. If function on we used to get our meals out there; if no function on we used to go home. Elmwood Garden did not supply us with meals on days nothing on. Then we bought our own meals or usually went home. They never supplied us with any meal allowance. I was just told to finish up; that was how I came to leave Elmwood Garden. Told by May Jack. I did not know I was going to be put off. I was at meeting at Brown Owl few days before they rang up from Brown Owl and told us to come in; practically all staff of Brown Owl there plus two of us Elmwood Garden girls. Miss Paterson presided at the meeting. It was held 5.10 p.m. in the bakehouse; not long. Miss Paterson said she had to cut down the staff; nothing mentioned about Elmwood Garden's staff being cut down. Shortly after that I got a day's notice from May Jack. I worked a considerable amount of overtime at Christmas time; I got 10s. extra, it just came with my pay. When I was taken on I was told that if I worked any overtime I would be paid for it. I put in my slip for overtime. I set out the hours' overtime. I just sent it in the once. I was just told we couldn't get it. Miss Swan in charge of the room at Elmwood Garden told me we couldn't get it. I got nothing extra for coming into Brown Owl to work there. I was not paid by the Brown Owl establishment for anything. Morning I worked till 2.45 a.m. I came on at 8.30 a.m. that day. I just signed ordinary wages-book. Nothing in it about overtime. Never had any notice in writing of day my half-holiday was to be. I finished up work sometime in September. Just when I finished up I made a list of hours I had worked. I produce list. I did not see much of Miss Paterson often at Elmwood Garden. She was at Elmwood Garden, not Brown Owl, when I was there. I saw her once carving at the Brown Owl. She often used to come down and tell us things at Elmwood Garden. We were just put to work and expected to do it. Instructions came from the Brown Owl. Supposed to work usually eight hours a day and four hours a half-day. Never had a penny overtime.

[Cross-examined.] I never complained to Brown Owl or to Miss Raines or to head girl at Elmwood Garden about overtime. Miss Swan was in charge of the room, and naturally she was over us. Instructions came through the telephone. Whoever answered the telephone took the instructions. Brown Owl notified us what functions were coming on. When on, head girl and waitresses came out from Brown Owl with the food. I always helped them. Busy period might be something on every day of week. Not very often nothing on. Average one function a week. Usually a wedding. All private dances except the two patriotic dances; catering was provided by people running the dances. Miss Paterson gave the rooms. I was one of the Elmwood girls. I did not know that I was employed by Miss Paterson. I was just the same as

a Brown Owl girl. They were all members of union. We could not get into a union because our work was different to theirs. I was never told that I was being paid by Miss Paterson personally. I don't know whose were other names in the wages-book I signed. I worked at Brown Owl on Show Day and five other occasions—not special occasions. I have been kept quite often till after 1 a.m. Often dances went on till 2 a.m. We took over half a day to fit in with work available. Work at Elmwood Garden is unsteady. We never squared hours up over a period. I certainly worked a lot of overtime. I wouldn't say it worked fairly over a period. Girls had it among themselves that they were allowed to take time off when slack to even up. I was told that I could get meals at Brown Owl. I went once only. I didn't like it. I knew I could get them there. I preferred to go home. We decided near end of time we would keep our hours, and I put them down in list. I expected to be put off and made up list produced from day to day. Miss Kett told me that I would get paid for any overtime I worked. I did not get any. I wanted to get into the union. Anybody is better off in the union. I got the meal in the kitchen at the Brown Owl. The cook just gave it to us. I was not informed that I could get an evening meal also at the Brown Owl.

Reginald Arnott Brooks, Secretary, Southland Association . . . Workers. I produce resolutions. We have always considered that Dorothy Paterson, Ltd., runs the Brown Owl and Elmwood Garden.

[*Cross-examined.*] Food is cooked at Brown Owl and brought to Elmwood.

Grace Kett, employed Brown Owl Cafe, Invercargill. I know Lilian Grace Todd. She was employed at Elmwood early this year. I engaged her for Elmwood Garden as a laundress. I engaged her for Miss Paterson personally. She was definitely not engaged for Dorothy Paterson, Ltd. I told her that she would be paid overtime. I think before she came along the girls were paid overtime. This arrangement was contradicted by Miss Paterson later.

[*Cross-examined.*] I engaged the girl at the Brown Owl. Miss Paterson was sick at the time, and I was representing her. I told the girl the wages. I suppose she asked me about overtime. She said she had fuss with Miss Delaney, sick of it. I said we didn't want any fuss with her. I did not tell her where she would get her meals. I told the girl her job would be laundress. Dorothy Paterson, Ltd., running the Brown Owl. Miss Paterson running Elmwood Garden. It is her own place. I have nothing to do with the place. I can't remember the last dance I was at at Elmwood Garden. I've never liked the Elmwood girls because they always were rebellious. I said to the girl that she would be working for Elmwood Garden. She knew perfectly well that she was being employed by Elmwood Garden. We pay Miss Paterson personally for the use of Elmwood to do the laundry. Miss Raines will tell you how much we pay. £2 to £2 10s. per week. Miss Paterson could dismiss her. She signed Elmwood book for wages. At the meeting to reduce staff Miss Paterson was there in her own capacity and to represent Dorothy Paterson, Ltd. Miss Bassett and Miss Ford used to come in every day for their meals from Elmwood. L. Todd did not come in often. I never asked any of the girls at Elmwood to become partners. Miss Jack was at Elmwood. She finished at Brown Owl and then took position at Elmwood.

I take all the bookings for Elmwood Garden at the Brown Owl Cafe; whole of the business and the catering for Elmwood Garden is done at the Brown Owl Cafe. Elmwood Garden is wholly separate from the Brown Owl. When functions are on at Elmwood Garden we

send Brown Owl staff out; nothing to do all day for Elmwood Garden staff. I have in the past given instructions over the phone to Elmwood—ages ago. We give the bookings in our book to Elmwood. Miss Paterson looks after the place at Elmwood when she is able to get about.

[*Re-examined.*] Brown Owl has arranged with Miss Paterson to use Elmwood exclusively as Brown Owl desires. We send food and staff out there with them.

Gladys Raines, book-keeper with Miss Paterson and Dorothy Paterson, Ltd. I keep the cash-book. I paid L. G. Todd wages on every occasion. She was engaged by Miss Kett employed by Dorothy Paterson. She was considered a member of Elmwood staff, and a separate wages-book was kept for those members. Laundry goes to Elmwood Garden and is laundered there; Dorothy Paterson charges Dorothy Paterson, Ltd., a fee for doing this work. I keep list of employees of Dorothy Paterson, Ltd. I pay them their wages. Miss L. Todd has never been on pay-roll of Dorothy Paterson, Ltd.

[*Cross-examined.*] I keep cash-book for Dorothy Paterson, Ltd., not for Dorothy Paterson. I put through that book moneys received at Brown Owl. I make payments out; I bank all moneys received in name of Dorothy Paterson, Ltd. Miss Paterson has a separate banking account. I pay moneys into her account at times. Her own private moneys. Anything that Miss Paterson draws from the company is debited to her personal account. I never draw cheques on Miss Paterson's personal account. Wages at Elmwood are paid out of the company's moneys and debited to Miss Paterson's personal account. If you wanted a party at Elmwood I would not explain that you were going to a different concern. Brown Owl rents Elmwood from Miss Paterson. All that Miss Paterson provides is room. She rents use of certain rooms and the Elmwood staff to the Brown Owl. The money I would pay would go into funds of the Brown Owl. I produce agreement to lease, 14th August, 1936, between Dorothy Paterson and Dorothy Paterson, Ltd. I have signed document as secretary of the company. I was appointed in 1934. I did not know that this agreement had expired. Nothing done by the company to extend it as far as I know. Not from that all the Elmwood staff is leased (see clause 5). Miss Paterson would appoint the one employee. Miss Paterson or I may have advertised for staff. Probably in some *nom de plume*. Practice for senior girls at Brown Owl to employ girls for Elmwood if Miss Paterson was ill. Miss Paterson has been down at Brown Owl at periods last six months—not more than two hours a day.

Dorothy Paterson, Ltd., runs the Brown Owl. When that deed was signed the partnership was running the Brown Owl. Understood thing that girls at Elmwood could get their meals at Brown Owl. I don't think they did regularly. They preferred to go home. When they had meals at various times they were charged up to Miss Paterson. Was not run these people were provided with meals, those that were under an award. It was more convenient for them to come in when a function was on at Elmwood Garden. Miss Paterson was charged 1s. for the meals. I looked after the rooms which Miss Paterson called the M.G. Notice was typed by me: "All members of the staff to be in bakehouse at certain time." To discuss reduction of staff. Miss Jack only partner employed at Elmwood. She is still a partner in the partnership. Miss Jack's wages are debited up to Miss Paterson personally. I don't do the balance-sheet. I produce wages-book—Elmwood. I have rang up for various Elmwood girls to come up and help at Brown Owl. Never occurred to me to pay them extra. I made up the book; they worked forty-four hours, and if they worked more they had an arrangement with Miss Paterson to make them up. I have seen the balance-sheet for Brown Owl. I understand the rent is £300 per year; no doubt it would be paid.

[Re-examined.] Agreement provided that Brown Owl has exclusive right to use of Elmwood.

That is observed.

Brown Owl has never been used for public functions to my knowledge. Restricted to weddings, private functions, dances, meetings.

Miss Todd:—

20th July.	Worked 8 hours and 7 hours overtime. Had a silver wedding and three ordinary weddings. Started at 9 o'clock in the morning and finished at 12.30 that night. We used to grab anything we could get to eat.
21st July	Sunday.
22nd July.	Worked ordinary 8 hours.
23rd July.	Worked ordinary 8 hours.
24th July.	Worked 4 hours overtime. It was a wedding.
25th July.	Started at 9 o'clock and worked till 1 o'clock next morning; 7½ hours overtime. Weddings. That night there was a dance for the Army Princess.
26th July.	Worked ordinary 8 hours.
27th July.	Worked 7 hours overtime. Weddings and dance.
29th July.	Worked ordinary 8 hours.
30th July.	Worked ordinary 8 hours.
31st July.	Worked ordinary 8 hours.
1st August.	Worked ordinary 8 hours.
2nd August.	Worked 4 hours (half-day).
5th August.	Worked ordinary hours (8 hours).
6th August.	Worked 4 hours (half-day).
7th August.	Worked 7½ hours overtime. Wedding and dance to follow.
8th August.	Worked ordinary hours.
9th August.	Worked ordinary hours.
10th August.	Worked 7½ hours overtime. Dance—Broad Smalls.
12th August.	Worked ordinary hours.
13th August.	Worked ordinary hours.
14th August.	Worked ordinary hours.
15th August.	Worked ordinary hours.
16th August.	Worked ordinary hours. Finished up.

AGREEMENT made this 14th day of August One thousand nine hundred and thirty-six between DOROTHY PATERSON of Invercargill in the Dominion of New Zealand, Spinster (hereinafter called "the Lessor") of the one part and DOROTHY PATERSON LIMITED an incorporated company carrying on business at Invercargill aforesaid as a Restaurant Proprietor of the other part Whereas the Lessor is the owner of certain premises in Dee Street, Invercargill, aforesaid known as "Elmwood Garden" which premises contain facilities for wedding and other receptions, dances, parties and similar functions and also contain the Lessor's living premises And whereas it was agreed between the Lessor and the Lessee on the building of the said premises that the Lessor would grant to the Lessee the sole and exclusive right to the use of the said facilities on the terms and conditions hereinafter set out Now it is agreed as follows that is to say:

1. The Lessee shall be entitled to the sole and exclusive right to occupy that part of the premises set aside for the functions above referred to and all the facilities provided for the conduct of such functions for a period of twelve months from the first day of January One thousand nine hundred and thirty-six and thereafter subject to determination by one calendar month's notice on either side.

2. Such occupation shall be as and when required by the Lessee for the conduct of the functions referred to in connection with its business.

3. The Lessee shall pay to the Lessor the sum of Three hundred pounds per annum for rent of the said premises by equal quarterly payments of Seventy-five pounds. The current year's rental having been paid up to the thirtieth day of June last future payments will be made on the last days of March, June, September and December in each year.

4. During its occupation of the premises the Lessee will keep and maintain the same in good order and condition and will be responsible for any damage done to or loss of any part of the premises or equipment.

5. The Lessee will provide all labour in connection with the conduct of the functions referred to but it shall be entitled to the assistance when available of one female employee to be kept on the premises by the Lessor.

6. The Lessor will during the time when the premises are not occupied by the Lessee keep and maintain the same in good and clean order, condition and repair and also will keep and maintain the garden and lawns on the said premises in good order and maintain an ample show of seasonable flowers and decorative shrubs in the said garden.

7. The Lessor will provide adequate heating and fuel for the said premises and also all electric lighting, hot water and gas required in connection with such functions.

8. The Lessor will not during the term of this Agreement allow the said premises to be used by any other person or persons for the conduct of any of the functions referred to.

In witness whereof these presents have been executed the day and year first hereinbefore written.

Signed by the said Dorothy Paterson
in the presence of—
H. J. Macalister
Solicitor
Invercargill.

} DOROTHY PATERSON.

The common seal of Dorothy Paterson Limited
was hereunto affixed in the presence of—

[L.S.]

DOROTHY PATERSON, Director.
G. RAINES, Secretary.

The term of the foregoing Agreement is hereby extended for a period of two years from the first day of June One thousand nine hundred and thirty-seven and the rental payable thereunder is hereby increased to £500 per annum.

Dated the 16th day of July, 1937.

Signed by Dorothy Paterson
in the presence of—
E. S. Hackworth
Public Accountant
Invercargill.

} DOROTHY PATERSON.

The COMMON SEAL of DOROTHY PATERSON
LIMITED was hereunto affixed in the
presence of—

[L.S.]

DOROTHY PATERSON, Director.
G. RAINES, Secretary.

RESOLUTION.

IT IS HEREBY RESOLVED by the Committee of Management of The New Zealand Federated Hotel, Restaurant and Related Trades Employees Industrial Association of Workers in accordance with the Rules thereof that action be taken by the Association against Dorothy Paterson Limited a private company duly incorporated in New Zealand under the provision of the Companies Act, 1933, having its registered office at Esk Street Invercargill and carrying on business as a caterer, for failure to comply with the provisions of the New Zealand Tearooms and Restaurant Employees Awards in respect of the employment of Lilian Grace Todd particulars of which are:

The defendant did during the period from the 20th day of July, 1940, to the 10th day of August, 1940, bring a worker, viz., the said Lilian Grace Todd back to work after her day's work was finished before an interval of at least 11 hours had elapsed

The defendant did during the period from the 1st day of December 1939 to the 16th day of August 1940 fail to give seven days notice in writing to the said Lilian Grace Todd of any change in the day fixed for her half holiday and as required by section 15 of the Shops and Offices Amendment Act 1936

I hereby certify that the above is a true copy of a Resolution carried by the Management Committee of the above Union at its meeting held on the 23rd day of October 1940

Dated this 24th day of October 1940.

[L.S.]

F. G. YOUNG } Secretary.
Chairman.

REASONS FOR DECISION OF REX CLIFFORD ABERNETHY, ESQUIRE,
STIPENDIARY MAGISTRATE.

The plaintiff union alleges against the defendant company the following six breaches of the New Zealand Tea-room and Restaurant Employees' awards dated 14th October, 1938, and the 31st July, 1940, and recorded in Book of Awards, Vol. XXXVIII, p. 3019, and Vol. XL, p. 1104, and claims a penalty of £10 in respect of each breach:—

- (1) That the defendant being a party to the said awards did from the 1st day of December, 1939, until the 16th day of August, 1940, employ Lilian Grace Todd, of Invercargill, domestic, as a general hand, and did fail to pay the said Lilian Grace Todd the wages prescribed by the said award.
- (2) That the defendant did during the period from the 20th day of July, 1940, to 26th day of July, 1940, employ the said Lilian Grace Todd for a longer period than forty-four hours in such week without payment of overtime.
- (3) That the defendant did during the period from the 20th day of July, 1940, to the 10th day of August, 1940, bring a worker—viz., the said Lilian Grace Todd—back to work after her day's work was finished before an interval of at least eleven hours had elapsed.
- (4) That the defendant did during the period from 1st day of December, 1939, to the 16th day of August, 1940, fail to give seven days' notice in writing to the said Lilian Grace Todd of any change in the day fixed for her half-holiday as required by section 15 of the Shops and Offices Amendment Act, 1936.
- (5) That the defendant did during the period from the 1st day of December, 1939, to the 16th day of August, 1940, employ the said Lilian Grace Todd and did fail to supply her with two substantial meals—lunch and evening meal—on each working-day, and one substantial meal on her weekly half-holiday.

- (6) That the defendant did during the period from the 1st day of December, 1939, to the 16th day of August, 1940, fail to keep a time and wages book in which was correctly recorded—

(a) The kind of work in which the said Lilian Grace Todd was employed:

(b) The daily hours of her employment.

Miss Todd was employed at Elmwood Garden between 1st December, 1939, and September, 1940, as a laundress and, as she said, to set up for and wait at weddings and other functions and to clean up afterwards. Miss Dorothy Paterson owns the building and has her own private flat upstairs, while the ground floor, consisting of dance-hall, supper-room, kitchen, and usual offices, is let by her exclusively to Dorothy Paterson, Ltd., for weddings and other receptions, dances, parties, and similar functions. Dorothy Paterson, Ltd., runs the Brown Owl Cafe, and only those who through the Brown Owl, have engaged the ground floor or any part of it, and their guests or licensees, are entitled to use the premises. Elmwood Garden is not a restaurant open to the public; it does not serve meals in the ordinary way or admit all who might desire to enter when a private function is in possession. It is situated about a mile from the Brown Owl Cafe and caters for private functions only—*e.g.*, weddings, dances, cabarets, and parties—from all of which the public as such are excluded. Dorothy Paterson, Ltd. (the Brown Owl Cafe), makes the contracts with the persons running the functions and prepares at and delivers from the cafe to Elmwood Garden all the food for them, together with most of the labour—*i.e.*, waitresses, &c.—required for the functions. Miss Dorothy Paterson personally has connection with the business carried on, at Elmwood Garden only as lessor, now, as it would seem, the written agreement to lease having expired on the 1st June, 1939, granting to Dorothy Paterson, Ltd., a monthly tenancy of the prescribed premises together with the assistance of one or more of her personal staff at a rental of £300 per year. The business carried on in the leased portion of Elmwood Garden is part of the catering business carried on by Dorothy Paterson, Ltd., direct from the headquarters of the business at the Brown Owl Cafe in Eak Street, and is therefore subject to the above-mentioned award. At the time set out in the claim there were employed at Elmwood by Miss Dorothy Paterson, a personal maid for her own flat and four other girls, two or three of them nominally as laundresses, and the four of them, including Miss Todd, to assist as required at preparation for, waiting at, and cleaning up after Brown Owl functions at Elmwood Garden. All the laundry work of the Brown Owl Cafe was done at Elmwood by these laundresses, who were engaged for and paid by Miss Dorothy Paterson personally. Miss Paterson received a separate payment from Dorothy Paterson, Ltd., for this laundry service.

Those are the main facts as I find them, save for an answer to the all-important question, Who employed Miss Todd? Was it Dorothy Paterson as submitted by Mr. Hewat in asking for a non-suit, or was it Dorothy Paterson, Ltd., as so strenuously argued by Mr. Archer? In spite of the unfavourable impression left upon me by some of the evidence of Miss Kett, the manageress of the Brown Owl Cafe, and by more of the evidence of Miss Raines, the secretary of Dorothy Paterson, Ltd., I have come to the conclusion that substantially their evidence is true, but that it is neither the whole truth nor wholly frank. I am satisfied that Miss Todd was engaged ostensibly for Miss Dorothy Paterson personally, that she was paid her wages by Miss Paterson, though indirectly through Dorothy Paterson, Ltd., and that Miss Todd

and her three companion employees in Elmwood Garden were made available to assist Dorothy Paterson, Ltd., as provided by an agreed expansion of clause 5 of the expired lease which clause runs as follows:—

"The Lessee will provide all labour in connection with the conduct of the functions referred to but it shall be entitled to the assistance when available of one female employee to be kept on the premises by the lessor."

Now this clause, I think, provides the clue to the whole situation. The agreement to lease expired on the 1st June, 1939, but it is clear that it has been succeeded by what must now be a monthly tenancy on substantially the same terms except as to rental (which though £500 per annum for the last two years of the agreement was stated to be once again £300 per annum), and except that the assistance provided by Miss Dorothy Paterson evidently ranges from one to three or four girls. Either Miss Kett and Miss Raines have lied when they swore that Miss Todd was employed and paid by Miss Dorothy Paterson and not by Dorothy Paterson, Ltd., or it is the truth, though may be not the whole of it, and fits in with clause 5 of the agreement to lease or an agreed modification of that clause. I accept it as the truth, though because it fits in with clause 5 or a modification thereof not the whole truth. I have come to the conclusion that the whole truth is that there are two employers of the Elmwood Garden girls—Dorothy Paterson and Dorothy Paterson, Ltd.—with one employer, Dorothy Paterson (not under the award) paying the wages, and the other employer, Dorothy Paterson, Ltd. (under the award), using a very substantial part of these employees' time in its own employment and paying no wages. It was alleged by the plaintiff and not denied by the defendant that this girl Todd was doing the work of a "general hand." For this she should have received £2 6s. per week wages; actually she was paid £2 per week by Miss Paterson. The only work that she did for Miss Paterson alone was, I think, the laundry work. The rest of her work in preparation for and at functions and in cleaning at Elmwood Garden, though ostensibly for Miss Paterson, was in fact for and under the orders of the Brown Owl alone. The payment of the wages by the outside-the-award employer Miss Dorothy Paterson does not, I think, dispose of the actual fact that Dorothy Paterson, Ltd., was also, for a consideration mutually agreeable to itself and to Miss Paterson, "employing" Miss Todd. I cannot but come to the conclusion that this arrangement bears all the marks of a device to defeat the award. Before passing to my decision on the individual breaches I think I should say that I am indebted to both Mr. Archer and Mr. Hewat for their written arguments, addressed of necessity mainly as to fact rather than law, and submitted by agreement some time after the Christmas vacation. I have given these arguments the closest examination, but in view of my findings of fact I do not think it necessary to refer more specifically to these arguments than perhaps to say this that my decision in this case does not conflict with my decision in *Inspector of Awards v. Dorothy Paterson*, an oral and unreported decision in 1939 of which Mr. Archer necessarily had incomplete information. In that case upon facts very similar to those of the present case, in giving judgment for the decision, I decided, if my memory serves me correctly, shortly, that Elmwood Garden was not a restaurant open to the public and that the business carried on there was carried on by Dorothy Paterson, Ltd., and not by Miss Dorothy Paterson, who was not bound by the award in her employment of the girls in respect of whose employment certain breaches of the awards were alleged. Dealing in turn then with each alleged breach of the award set out in the statement of claim, I find that the first breach of the award is proved—namely, the employment of Miss Todd as a

"general hand" and the failure to pay the wages prescribed by the award. In regard to the second breach alleging failure to pay overtime, I regret that the evidence does not make a division between work done for Miss Paterson and that done for the Brown Owl so as to enable me to decide whether there was actually any overtime worked for the Brown Owl. Whether that can be ascertained or not, I am not satisfied that the girl was properly treated by Miss Paterson in the matter of payment of overtime as she had been promised. The plaintiff will have to be non-suited as to this portion of the claim.

As regards the third breach complained of—namely, bringing Miss Todd back to work after her day's work was finished before an interval of at least eleven hours had elapsed—the plaintiff must be non-suited, and for the same reason as determines my decision on the second breach. I find the fourth breach proved—namely, of failing to give seven days' notice in writing to Miss Todd of change of day fixed for her half-holiday.

On the fifth breach, the plaintiff cannot succeed, as the evidence of Miss Todd herself clearly shows that the meals were available to her at the Brown Owl Cafe, but she preferred to go home for them.

Lastly, I find that the sixth breach is proved—namely, that the defendant failed to keep a time and wages book recording the kind of work and hours of employment of Miss Todd. The time and wages book was kept for Miss Dorothy Paterson only.

Coming finally to the assessment of penalties, I can only say that I am in agreement with Mr. Reed and Mr. Archer that there are here serious deliberate breaches of the award. In the aggregate they merit a substantial penalty, which I fix as follows:—

On the first breach, £10.

On the fourth breach, £1.

On the sixth breach, £2.

(£13 in all), together with solicitor's fee, £3 3s.

NOTICE OF APPEAL.

Plaint No. 1676.

In the Magistrate's Court held at Invercargill between the New Zealand Federated Hotel, Restaurant and Related Trades Employees' Industrial Association of Workers, plaintiff, and Dorothy Paterson, Ltd., defendant.

Take notice that the defendant intends to appeal to the Court of Arbitration on point of law and on a matter of fact against the judgment of Rex Clifford Abernethy, Esquire, Stipendiary Magistrate, given or made on the hearing of the above action at Invercargill on the 27th day of March, 1941.

Dated at Invercargill, this 2nd day of April, 1941.

B. W. HEWAT, Solicitor for the Defendant.

To the Clerk of Court at Invercargill, and to the plaintiff.

The appellant has lodged the required security and taken all steps to enable it to prosecute this appeal.

The question for determination of this honourable Court is whether the decision of the Magistrate is right in matter of law and of fact.

Given under my hand and sealed with the seal of the Magistrate's Court at Invercargill, this 29th day of April, 1941.

[L.S.]

R. C. ABERNETHY, Stipendiary Magistrate.

JUDGMENT OF THE COURT, DELIVERED BY TYNDALL, J.

This is an appeal on point of law and on a matter of fact against the judgment of Mr. R. C. Abernethy, S.M.

The main point at issue is whether Miss Lilian Grace Todd was at any time during the period from the 1st day of December, 1939, to the 16th day of August, 1940, a worker in the employment of Dorothy Paterson, Ltd.

For the sake of convenience Dorothy Paterson, Ltd., will be referred to hereinafter as the company.

Mr. Hewat, for the appellant company, made three principal submissions:—

- (1) That at all times Miss Todd was the employee of Miss Dorothy Paterson, and that at no time did the relationship of employer and worker exist between Miss Todd and the company:
- (2) That the Magistrate has failed to distinguish between the company and Miss Paterson personally:
- (3) That the Magistrate has failed to recognize that the award does not apply where work is not done for hire or reward.

In support of his case Mr. Hewat cited *Richards v. Sangster and others* ([1926] G.L.R. 15), and also drew attention to the definition of "worker" in section 2 of the Industrial Conciliation and Arbitration Act, 1925, which reads:—

"Worker" means any person of any age of either sex employed by any employer to do any work for hire or reward.

He contended that as the learned Magistrate had found as a fact that no wages were paid to Miss Todd by the company she could not be a worker for hire or reward so far as the company was concerned, and therefore she could not be subject to the provisions of any award.

It is stated in *Halsbury*, Second Edition, Vol. 22, p. 112 that "whether or not in any given case the relation of master and servant exists is a question of fact."

In the present case the learned Magistrate has found that Miss Todd was employed by two employers; in other words, he has come to the conclusion that the relationship of master and servant existed both between Miss Todd and Miss Paterson and between Miss Todd and the company.

It is for this Court to consider whether the above finding is demonstrably wrong, or whether there is only one true conclusion to be drawn by inference from the evidence and that the learned Magistrate has drawn the wrong one.

The usual test applied to determine whether the relationship of master and servant exists is to ascertain if there is control in regard to the work being done, or whether there exists power in the employer not only to direct what work the servant is to do, but also the manner in which the work is to be done.

When this test is applied to the circumstances in the present case there appears little doubt that the relationship of master and servant existed between the company and Miss Todd.

Clause 5 of the lease between Miss Paterson and the company states that the lessee "shall be entitled to the assistance when available of one female employee to be kept on the premises by the lessor." It is inconceivable that when the assistance was available, the lessee would not have full power to direct what the female employee was to do and the manner in which the work was to be done.

Miss Todd in her evidence said that usually the head girl from the Brown Owl Cafe supervised the four girls at Elmwood Garden. The head girl at the Brown Owl Cafe, on the evidence, must have been a member of the staff of the company.

Further, on the occasions when Miss Todd, pursuant to instructions, worked at the Brown Owl Cafe, she appears to have been still more definitely under the control of the company. She also appeared to perform functions appreciably different in character from those on which she was normally employed at Elmwood Garden, for in her evidence she stated that for portion of the time she was "in the bar dispensing."

It is obvious that at all times Miss Todd regarded herself as bound to carry out orders received from members of the staff of the company.

With regard to the case mentioned by Mr. Hewat—*Richards v. Sangster and others (supra)*—this was an action under the Workers' Compensation Act, and the facts were as follows: The plaintiff was a teamster. The defendant Sangster was a contractor. Terry and Caldwell, other defendants, were also contractors. Terry and Caldwell had a contract with the remaining defendant County Council for carting and spreading metal. They were required to construct a track from a quarry leased by the Council, to connect with the public road, and to cart material from the quarry and metal a length of the road. They were to provide all necessary drays, teams, and labour. They had a dray of their own, and arranged with a man named S. to supply a dray, a team, and his own labour, and with the defendant Sangster to supply a dray, a team, and a driver. Sangster was to pay the driver's wages

and was to receive £3 per day from Terry and Caldwell for the dray, team, and driver. The plaintiff was engaged by Sangster and approved by Terry and Caldwell, and the wages of the driver were always paid by Sangster. The plaintiff while driving a dray along the track between the quarry and the highway was injured and claimed compensation from all the defendants. Judgment for compensation was given to the plaintiff against all three defendants jointly and severally.

It is considered that this case is no authority for deciding that the relationship of master and servant did not exist between Dorothy Paterson, Ltd., and Miss Todd, the facts being of a very different nature.

One fundamental difference is indicated in the following extract from the judgment: "We are inclined to the view that if the present plaintiff had been injured while doing some work for Terry and Caldwell, outside the loading and driving of the dray (which, under his contract of service with Sangster, he was bound to perform), he would have been entitled to recover compensation directly from them, on the authority of *Wild v. Waygood*, and that Sangster, in that case, would not have been liable at all. As the case stands, however, he was driving the dray along a steep part of the quarry track, when the horses became unmanageable, and caused the accident by which he was injured. At the time he was injured he was doing the work he was employed by Sangster to do, and was not doing any special work which Terry and Caldwell might, in an emergency, have called on him to do." Reference has been made to the finding by the Magistrate that the company did not pay wages to Miss Todd, although apparently Miss Todd thought otherwise and had very good reasons for doing so. Our opinion is not affected by this finding of fact.

In *Union Steam Ship Co., Ltd. v. Claridge* (N.Z.P.C.C. 432), Lord Watson said: "That the servant of A. may on a particular occasion and for a particular purpose become the servant of B., notwithstanding he continues in A.'s service and is paid by him, is a rule recognized by a series of decisions." In *Rourke v. White Moss Colliery Co.* ((1877) 2 C.P.D. 205 C.A.) Cockburn, C.J., said: "But when one person lends his servant to another for a particular employment, the servant for anything done in that employment must be dealt with as the servant of the man to whom he is lent, although he remains the general servant of the person who lent him." See also *Donovan v. Laing, Wharton, and Down Construction Syndicate* ((1893) 1 Q.B. 629 C.A.), *Wild v. Waygood* ((1892) 1 Q.B. 783), *Willett v. Boole* ((1860) 6 H. & N. 26), *Poulson v. John Jarvis and Sons, Ltd.* ([1920] K.B. 305).

We now come to the question as to whether Miss Todd was a worker for the company within the meaning of the definition of "worker" contained in section 2 of the Industrial Conciliation and Arbitration Act.

In *Macdonell's Law of Master and Servant* (p. 7) a servant is defined as one who for consideration agrees to work subject to the orders of another.

We are satisfied that the whole of the services performed by Miss Todd, whether for Miss Paterson or the company, were for consideration, and that the evidence does not disclose that at any time she entered into an agreement with either Miss Paterson or the company to perform gratuitous service. All the work she did must consequently be regarded as work for hire or reward, and we are of the opinion, therefore, that she was a worker within the meaning of the Industrial Conciliation and Arbitration Act and the award.

In regard to the finding of the learned Magistrate that Miss Todd was employed by both Miss Paterson and the company it is a matter for comment that dual employment existed in another instance.

In her evidence Miss G. Raines described herself as "book-keeper with Miss Paterson and Dorothy Paterson, Ltd." Mr. Hewat in his address stated that Miss Raines was—

- (a) Secretary to the company:
- (b) A member of the partnership:
- (c) Miss Paterson's cashier.

Then again Miss Kett, manageress at the Brown Owl Cafe and an employee of the company, was apparently agent for Miss Paterson in that she stated in evidence that she engaged Miss Todd for Miss Paterson personally.

Further, Miss Jack, also at the time apparently an employee of the company, acted as agent for Miss Paterson in discharging Miss Todd.

With regard to the sixth breach alleged by the plaintiff union in the original statement of claim, we are satisfied that under the award there was an obligation upon the company to keep a time and wages book in respect of the employment of Miss Todd.

The Court fully confirms the decisions of the learned Magistrate, and the appeal is accordingly dismissed.

Dated the 29th day of August, 1941.

[L.S.]

A. TYNDALL, Judge.

**CHRISTCHURCH CITY COUNCIL TESTING-STATION
EMPLOYEES.—INDUSTRIAL AGREEMENT.**

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, this 18th day of August, 1941, between the New Zealand (except Northern) Amalgamated Engineering and Related Trades' Industrial Union of Workers (hereinafter called "the union"), of the one part, and the Christchurch City Council, of the other part.

That, as between the parties hereto, the terms, conditions, stipulations, and provisions contained and set out in the schedule hereto shall be binding upon the said parties, and the said terms, conditions, stipulations, and provisions shall be and are hereby incorporated in and declared to form part of this agreement; that the said parties hereto shall observe and perform every matter and thing by this agreement and by the said terms, conditions, and provisions required to be performed, and shall not do anything in contravention of this agreement or of the said terms, conditions, stipulations, and provisions, but shall in all respects abide by and perform the same. Any failure to observe the conditions, stipulations, and provisions contained herein shall be deemed to be a breach of this industrial agreement.

SCHEDULE.

Interpretation.

1. (a) "Testing-station employee" shall mean and include workers engaged in the vehicle-testing station testing the road-worthiness of motor-vehicles.

(b) In the staffing of the testing-station one motor mechanic other than the supervisor shall be employed in each and every lane or complete series of machines in use at the station for the testing of motor-vehicles.

Hours of Work.

2. (a) The hours of work shall be one hundred and sixty (160), to be worked in a period of four weeks between the hours of 8 a.m. and 5 p.m. on the first five days of each week and between 8 a.m. and noon on Saturdays.

(b) The supervisor of the vehicle-testing station, in collaboration with the secretary of the union, shall prepare a roster showing the hours in each four-weekly period to be worked by each testing-station employee.

Overtime.

3. All time worked in excess of or outside of the hours mentioned in clause 2 hereof shall count as overtime, and shall be paid for at the rate of time and a half for the first three hours and double time thereafter.

Wages.

4. The minimum rates of wages shall be as follows:—

Supervisor	£364 per annum.
Mechanics employed under clause	
1 (b) hereof	£5 16s. 8d. per week.
Other station employees ..	£5 11s. 8d. per week.

Holidays.

5. (a) The following shall be the recognized holidays, and no deduction shall be made from wages in respect of such holidays: New Year's Day and the day following, Good Friday, Easter Saturday, Easter Monday, King's birthday, Labour Day, Show Day, Christmas Day, Boxing Day, Anzac Day, and such additional days as from time to time may be authorized.

(b) For all time worked on Sundays and recognized holidays as provided hereinafter or authorized from time to time, rates as follows shall be paid:—

Christmas Day and Good Friday, double time.

For recognized holidays, one and a half rates.

Sundays, double rates.

(c) Two weeks' annual leave on full pay shall be granted to all workers covered by this agreement on completion of twelve months' service with the Council.

Termination of Employment.

6. One week's notice of termination of employment shall be given on either side in all cases other than the supervisor, in whose case one month's notice shall be given on either side.

Access to Workshops.

7. The union secretary may, by consent of the employer, interview any worker on matters coming within the scope of the agreement.

Increase in Rates of Remuneration.

8. All rates of remuneration, including time and piece wages and overtime and other special payments provided for in this agreement, shall be subject to the provisions of the general order dated 9th August, 1940, under the Rates of Wages Emergency Regulations 1940, increasing rates of remuneration by an amount equal to 5 per cent. thereof.

Exemption.

9. The supervisor shall be exempt from clauses 2 (a) and 3 of this agreement.

Under-rate Workers.

10. Court's clause.

Workers to be Members of the Union.

11. Court's clause.

Relieving Employees.

12. Nothing in this agreement shall be construed so as to prevent the Council from temporarily employing in the testing station any member of the staff of the traffic department in a relieving position: Provided that any member of the traffic staff so employed shall be entitled to receive not less than the rate of wages provided for testing-station employees by the terms of this agreement.

Matters not provided for and Appeals.

13. The essence of this agreement being that the work of the employers shall not on any account whatsoever be impeded but shall always proceed as if no dispute had arisen, it is hereby provided that if any dispute or difference shall arise between the parties bound by this agreement, or any of them, as to any matter whatsoever arising out of or connected therewith, including any difference or dispute as to the decision of the Council respecting the dismissal or disrating of any employee, and not dealt with in this agreement, every such dispute or difference shall be referred to a committee to be composed of two representatives of the Council and two representatives of the union, together with an independent chairman to be mutually agreed upon or, in default of agreement, to be appointed by the Conciliation Commissioner for the district: Provided that all disputes shall be considered by the Committee within one month of the date of notification to the Council or the union of such dispute.

Scope of Agreement.

14. This agreement shall apply to the parties named herein.

Term of Agreement.

15. This agreement, in so far as it relates to wages, shall be deemed to have come into force on the 1st day of July, 1941, and so far as all the other conditions of this agreement are concerned it shall come into force on the 1st day of August, 1941; and this agreement shall continue in force until the 1st day of August, 1943.

Signed on behalf of the New Zealand (except Northern) Amalgamated Engineering and Related Trades' Industrial Union of Workers—

[L.S.]

H. GUNNS, President.

G. T. THURSTON, Secretary.

Signed on behalf of the Christchurch City Council—

[L.S.]

ERNEST H. ANDREWS, Mayor.

H. S. FEAST, Town Clerk.

DE HAVILLAND AIRCRAFT CO. OF NEW ZEALAND, LTD.,
FEMALE AIRCRAFT WORKERS.—SUPPLEMENTARY AGREEMENT UNDER THE LABOUR DISPUTES INVESTIGATION ACT, 1913.

In the matter of the agreement between the De Havilland Aircraft Co. of New Zealand, Ltd., Female Employees' Association and the De Havilland Aircraft Co. of New Zealand, Ltd., made under the Labour Disputes Investigation Act, 1913, and dated at Wellington, New Zealand, on the 16th August, 1940, and published in Book of Awards, Vol. XL, p. 1360.

THE De Havilland Aircraft Co. of New Zealand, Ltd., Female Employees' Association, of the one part, and the De Havilland Aircraft Co. of New Zealand, Ltd., of the other part, being parties to the De Havilland Aircraft Co. of New Zealand, Ltd., Female Aircraft Workers' agreement, published in Book of Awards, Vol. XL, p. 1360, do hereby agree that the aforesaid De Havilland Aircraft Co. of New Zealand, Ltd., Female Aircraft Workers' agreement, dated the 16th August, 1940, be and is hereby amended as follows:—

Clause 1 (8).—By adding thereto, between the Wood Detail Department and the Inspection Department, the following:—

“Routine tacking and welding of small detail metal parts and components:”

and by adding to the Inspection Department the following:—

“(3) Carrying out of routine standard test of wood and metal materials:”

and, further, by adding to clause 1 (8) the following new subclause, to be shown as 1 (9), and to read:—

“Material parts and Tool Distribution Department:
Routine receiving and issuing of materials parts
and tools to Production, Repair, and Maintenance
Departments.”

Signed for and on behalf of the De Havilland Aircraft Co. of New Zealand, Ltd., Female Employees' Association—

M. CROWE, President.

E. J. WOOLDRIDGE, Secretary.

Witness to signatures—S. J. Ransom.

Signed for and on behalf of the De Havilland Aircraft Co. of New Zealand, Ltd.—

H. BUCKINGHAM, Manager.

S. G. McCoy, Secretary.

Witness to signatures—W. R. Caton.

Dated at Wellington, this 15th day of July, 1941.

NOTE.—This agreement, made under the Labour Disputes Investigation Act, 1913, was filed with the Clerk of Awards at Wellington, pursuant to section 8 (1) of the said Act, on the 8th day of September, 1941.

CHRISTCHURCH CITY COUNCIL OFFICERS (OTHER THAN CLERICAL).—INDUSTRIAL AGREEMENT.

THIS industrial agreement is made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, and its amendments, this 20th day of August, 1941, between the Christchurch City Council (hereinafter called “the Council” or “the employer”), of the one part, and the Canterbury Local Bodies' Officers' (other than Clerical) Industrial Union

of Workers (hereinafter called "the union"), of the other part, whereby it is mutually agreed by and between the said parties as set out in the following schedule:—

SCHEDULE.

Scope of Agreement.

1. This agreement shall apply to all permanent officers of the Council employed under the following classifications: Traffic Inspectors, Water Inspectors, Sanitary Inspectors, Building Inspectors, Dangerous-goods Inspectors, Overseers, Foremen, Supervisors, Cadets, Engineering, Architectural Survey, and Town-planning Assistants, Draughtsmen, Registered Engineers, Registered Surveyors, Registered Architects, and any other officer in the employ of the Council not covered by an award or industrial agreement.

Definition.

2. "Permanent officer" shall mean those whose names are recorded on a list so designated after their appointment to permanent positions, and does not include officers taken on for periods of specified duration, or for loan work, or other works not part of the normal continuous routine of the Council.

Hours of Work.

3. (a) Except as hereinafter provided in subclauses (b) and (c), 37½ hours shall constitute a week's work, to be worked on Monday to Friday, both days inclusive, but the Council may require officers to work up to eighty hours per fortnight when an occasion demands.

(b) The normal hours of Overseers, Foremen, and Supervisors shall be the same as those of the men over whom they exercise control.

(c) Traffic Officers shall not be required to work more than eight hours, with one hour for a meal, on any one day, or exceed eighty hours in any two consecutive weeks: Provided that at least ten hours elapse between signing off on one day and signing on the following day. A week shall not be more than forty-five hours or less than thirty-five hours.

(d) Traffic Officers shall be given two clear days off in each fortnight, not necessarily consecutive.

Conditions of Service.

4. (a) Appointments shall be made with a probationary period not exceeding six months. At the expiration of the

probationary period the officer shall either be appointed or discharged at the discretion of the Council, and the union shall be so notified.

(b) When appointments are made to positions becoming vacant, preference shall be given to employees already in the service, but full consideration shall be given to seniority, length of service, merit, and qualifications.

(c) Where there is no employee directly in line for promotion to the position vacant, applications to fill same shall be called from members of the permanent staff of all departments or by public advertisement, at the discretion of the Council.

(d) The employment of permanent officers shall be monthly, unless agreements are made under seal on a different basis, and one month's notice of termination shall be given by either party, except in the case of dereliction of duty, insubordination, or misbehaviour, and in such cases the officer is liable to instant dismissal.

(e) Officers shall be paid fortnightly, not later than Thursdays.

(f) Officers appointed to positions specially classified shall be paid not less than the amount set against such classification.

(g) No officer shall be discharged as a consequence of this agreement in order that the work may be done at less than the prescribed rates.

(h) Officers receiving salaries in excess of that provided by this agreement shall not have their salaries reduced by reason of the coming into operation of this agreement.

Complaints.

5. (a) Any charge laid against an officer by a member of the public shall be made in writing by the complainant within seventy-two hours after the subject matter thereof came to the complainant's knowledge, and the officer concerned shall be notified thereof within twelve hours of its receipt. He shall be entitled to see and make a copy of such complaint before being called upon to answer the charge. In computing the above time, Saturdays, Sundays, and holidays shall be excluded.

(b) An officer may call evidence when an inquiry is held. If the complaint is made by another employee, he shall, when necessary, be required to be present.

(c) He may be represented by the secretary of the union.

Remunerations or Salaries.

6. (a) The increments shown in the various sections shall be considered as annual increments, and shall be paid according to years of service in each particular section.

(b) All increases in salary shall be paid after twelve months' service with the Council dated from the commencement of such service.

(c) *Traffic Officers*.—Assistant Chief: £350–£400, by £10 annual increments.

When an Inspector is required to supervise other Inspectors he shall be classified as a Senior Patrol Officer and shall receive the salary provided as from the date of commencing such duties:—

	Per Annum. £
Senior Patrol Officers	340
<i>Traffic Inspectors</i> —	
On appointment	270
Second year	280
Third year	290
Fourth year	300
Fifth year	312
Thereafter	325

(d) *Waterworks Inspectors*.—Chief: £330–£360, by £10 annual increments.

	Per Annum. £
First year	280
Second year	290
Third year	300
Fourth year	310
Fifth year and thereafter	322

(e) *Sanitary Inspectors*.—"Sanitary Inspector" shall mean and include any person who is qualified to carry out the duties of a Health or Sanitary Inspector in terms of section 25 of the Health Act, 1920.

	Per Annum. £
Assistant Chief	390
<i>Inspectors</i> —	
First year	340
Second year	360
Third year and thereafter	380
Uncertificated Inspector (present officer)	380

(f) *Building and Dangerous-goods Inspectors*.—Chief: £350–£425, by £10 annual increments.

				Per Annum.
Inspectors—				£
First year	..	..	..	340
Second year	..	..	..	360
Third year and thereafter	..	..	..	380

(g) *Baths Supervisor*.—Present Officer, £299, with accommodation, lighting, and heating provided.

NOTE.—None of the provisions of this agreement relating to hours of work and overtime shall apply to this officer.

(h) *Central and Ward Overseers*.—City or Central: £360–£400, by £10 annual increments.

				Per Annum.
				£
St. Albans	..	..	..	360
Linwood	..	..	..	360
Sydenham	..	..	..	360
Spreydon	..	..	..	360
Woolston	..	..	..	360
New Brighton	..	..	..	360

Foremen—

Dust and Refuse	..	..	..	360
Reserves	..	..	..	360
Waterworks	..	..	..	360
Halswell Quarry	..	..	..	348
Linwood Nursery	..	..	..	310
Head Forester	..	..	..	312

(i) *Cadets, Engineering, Architectural, Survey, Town-planning Assistants, Draughtsmen*.—

Grade 1—

The minimum rates of pay per week shall be—

				£	s.	d.
First six months	..	..	..	1	5	0
Second six months	..	..	..	1	10	0
Third six months	..	..	..	1	15	0
Fourth six months	..	..	..	2	0	0
Fifth six months	..	..	..	2	5	0
Sixth six months	..	..	..	2	12	6
Seventh six months	..	..	..	3	0	0
Eighth six months	..	..	..	3	7	6
Fifth year	..	..	..	3	16	0
Sixth year	..	..	..	4	5	0
Seventh year	..	..	..	4	15	0
Eighth year	..	..	..	5	5	0
Ninth year	..	..	..	5	10	0
Thereafter	..	..	..	5	12	6

Provided that a youth of the age of not less than nineteen years of age shall be considered a second-year employee and paid accordingly: Provided also that an employee of the age of twenty-one years or upwards shall receive not less than the basic wage for the time being prevailing.

		Per Annum.
Grade 2—		£
City Land Surveyor	.. ..	470
Assistant Architect	.. ..	390
Structural Engineering Assistant	..	337
Survey and Town-planning Assistant	..	346
Draughtsman	.. ..	312
Waterworks Draughtsman	.. ..	312

Increase in Rates of Remuneration.

7. All rates of remuneration, including time and piece wages and overtime and other special payments provided for in this agreement, shall be subject to the provisions of the general order dated 9th August, 1940, under the Rates of Wages Emergency Regulations 1940, increasing rates of remuneration by an amount equal to 5 per cent. thereof.

Holidays and Annual Leave.

8. (a) The following days, subject to subclauses (c) and (i) hereof, shall be observed as holidays and shall not count as part of the annual leave: New Year's Day and the day following, Good Friday to Easter Tuesday inclusive, Anzac Day, Sovereign's Birthday, Labour Day, Show Day, Anniversary Day, Christmas Day, Boxing Day and the day following.

(b) Should Christmas Day or New Year's Day fall on a Sunday, the holiday shall be observed on the Monday following, and any subsequent holidays be moved forward one day.

(c) Overseers and foremen shall not be entitled to any of the above holidays not granted to majority of employees over whom they exercise control.

(d) All officers after twelve months' continuous service with the Council shall be entitled to an annual leave of two consecutive working-weeks.

(e) At least two weeks' notice of the commencement of annual leave shall be given by the Council to the officer concerned.

(f) Annual leave shall be taken at a time to be mutually agreed upon.

(g) If after twelve months' service an officer who has completed a further six months' service and whose employment is terminated by whatever cause, except that of dishonesty or resignation, shall be given annual leave on a *pro rata* basis.

(h) Traffic Officers shall, after completion of twelve months' service, be entitled to an annual leave of three consecutive working-weeks.

(i) Traffic Officers shall not be entitled to any additional leave in lieu of public or statutory holidays (clause 9 (e) excepted) upon which they are entitled to work.

Overtime.

9. (a) All time worked in excess of hours specified in clause 3 (a) and (c) shall be considered as overtime and shall be paid for at the rate of time and one-half for the first two hours and thereafter double time, or shall be given equivalent time off at the discretion of the Council.

(b) Any officer, Traffic Officer excepted, required to be on duty on any public holiday or portion of a holiday as set out in clause 8 (a) shall be paid for the first two hours at the rate of time and one-half and thereafter double time, or shall be given equivalent time off at the discretion of the Council.

(c) All officers required to work on Sunday shall be paid at double rates, or shall be given equivalent time off at the discretion of the Council.

(d) Not less than two working-hours shall be paid for as overtime on any public holiday or Sunday.

(e) Traffic Officers required to work on Christmas Day, Good Friday, or Anzac Day shall receive an additional day's pay, or equivalent day or days to be added to the annual leave.

(f) No overtime for which overtime rates are payable shall be worked by any officer without the approval of the head of the department concerned.

(g) All overtime shall be computed at the end of every month, and shall be paid during the month following.

(h) Any officer whose duties demand attendance at ordinary meetings of the Council and committees shall not be entitled to overtime payments for attendance at such meetings.

(i) Officers in receipt of a salary not less than £360 per annum shall not be subject to the operations of this overtime clause.

(j) Notwithstanding the provisions of subclauses (a), (b), and (c) hereof, any work done by the Nursery Foreman in attendance to forcing-stoves, greenhouses, frames, or bush-houses on Sundays or holidays shall be paid for at ordinary rates.

Transport.

10. (a) Officers who provide their own cars, approved by and at the request of the Council, for carrying out their official duties shall be paid such sum as may be mutually agreed upon between the Council and the officer concerned.

(b) A bicycle allowance of £5 per annum shall be paid to those officers who undertake their official duties by this means.

Uniforms.

11. (a) Officers required by the Council to wear uniform when on duty shall be provided with cap, jacket, and two pairs trousers, when necessary.

(b) Greatcoats, raincoats, and waterproof leggings shall be supplied to all uniformed officers, overseers, and foremen, as required.

(c) Mounted Traffic Officers shall be provided with brown boots, leather leggings, breeches, and gloves, together with any other necessary equipment in addition to that specified in subclauses (a) and (b). Such special uniform to be supplied when necessary.

(d) All uniforms and clothing enumerated in the preceding subclauses to be provided at the expense of the Council, and to remain the property of the Council.

Expenses.

12. All authorized out-of-pocket expenses incurred by an officer in the execution of his duties shall be paid by the Council.

Officers Performing Higher-grade Duties.

13. Any officer who is instructed to perform the duties of a higher-grade officer shall, if he occupies the higher-grade position for more than eight weeks continuously, be paid from date upon which he commenced the higher-grade duty at a rate not less than the minimum salary paid for the higher position.

Meal Allowances.

14. Any officer, Traffic Officer excepted, who is required to work after 6 p.m. on any day shall be paid a meal allowance of 1s. 6d.

Right of Entry upon Premises.

15. The secretary or other authorized officer of the union shall be entitled to enter at all reasonable times upon the premises or offices of the Council for the purpose of interviewing any employee in connection with the operation of this agreement, but not so as to interfere unreasonably with the Council's business.

Preference.

16. From and after the date when this agreement comes into operation, all officers covered by this agreement, and officers subsequently appointed to positions covered by this agreement, shall become members of the Canterbury Local Bodies' Officers' (other than Clerical) Industrial Union of Workers.

Matters not provided for, and Appeals.

17. The essence of this agreement being that the work of the employers shall not on any account whatsoever be impeded but shall always proceed as if no dispute had arisen, it is hereby provided that if any dispute or difference shall arise between the parties bound by this agreement, or any of them, as to any matter whatsoever arising out of or connected therewith, including any difference or dispute as to the decision of the Council respecting the dismissal, disrating, of any employee, and not dealt with in this agreement, every such dispute or difference shall be referred to a committee to be composed of two representatives of the Council and two representatives of the union, none of whom shall be members of the legal profession, together with an independent Chairman to be mutually agreed upon or, in default of agreement, to be appointed by the Conciliation Commissioner for the district: Provided that all disputes shall be considered by the committee within one month of the date of notification to the Council or the union of such dispute.

Under-rate Workers.

18. Court's clause.

Term of Agreement.

19. This agreement shall come into operation, in so far as it applies to salaries, as from 1st April, 1941, and shall continue in force for two years from the date of signing hereof.

In witness whereof the parties hereto have affixed these presents:—

The common seal of the Mayor, Councillors, and Citizens of the City of Christchurch was hereto affixed, this 20th day of August, 1941, in the presence of—

[L.S.]

ERNEST H. ANDREWS, Mayor.
H. S. FEAST, Town Clerk.

The common seal of the Canterbury Local Bodies' Officers' (other than Clerical) Industrial Union of Workers was hereto affixed in the presence of—

[L.S.]

G. E. STOKES, President.
THOS. NUTTALL, Secretary.

AUCKLAND CITY COUNCIL ABATTOIR ASSISTANTS.—AWARD.

In the Court of Arbitration of New Zealand, Northern Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments; and in the matter of an industrial dispute between the Auckland Abattoir Assistants and United Freezing Works Employees' Industrial Union of Workers (hereinafter called "the union") and the undermentioned Council (hereinafter called "the employers") :—

Auckland City Council, Town Hall, Auckland.

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the above-mentioned dispute, and having heard the union by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, doth hereby order and award:—

That, as between the union and the members thereof and the employers and each and every of them, the terms, conditions, and provisions set out in the schedule hereto and of this award shall be binding upon the union and upon every member thereof and upon the employers and upon each and every of them, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this award; and, further that the union and every member thereof and the employers and each and every of them shall respectively do, observe, and perform every matter and thing by this

award and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this award or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same. And the Court doth hereby further award, order, and declare that any breach of the said terms, conditions, and provisions set out in the schedule hereto shall constitute a breach of this award, and that a penalty as by law provided shall be payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect as herein-after provided and shall continue in force until the 18th day of May, 1943, and thereafter as provided by subsection (1) (d) of section 89 of the Industrial Conciliation and Arbitration Act, 1925.

In witness whereof the seal of the Court of Arbitration hath hereto been affixed, and the Judge of the Court hath hereunto set his hand, this 29th day of August, 1941.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE.

Hours of Work.

1. (a) The ordinary hours of work for all workers shall be eight hours (including "smoke-oh") per day on five days, from Monday to Friday inclusive.

(b) Except in the case of assistants loading-out, the ordinary hours shall be worked between 8 a.m. and 5 p.m.: Provided that where mutually arranged the ordinary hours may commence at 7 a.m. In the case of assistants loading-out, the ordinary hours may be worked at such time as may be required.

(c) There shall be fifteen minutes allowed both morning and afternoon for "smoke-oh."

(d) When loading-out or when working overtime, fifteen minutes "smoke-oh" shall be allowed every two hours.

Meal-hours.

2. There shall be one hour allowed on each day for lunch. When loading-out, assistants shall be allowed twenty minutes crib-time every four hours without stoppage of pay.

Rates of Pay.

3. Workers shall be paid not less than the following rates:—

(a) Sheep and lambs, £2 5s. per hundred.

Rams and genuine stags, rate and a half.

Backset lambs, 8d. each.

All unshorn sheep after 30th November, rate and a half.

	s.	d.
(b) (i) Cattle, other than bulls and stags, each	2	8
(ii) Bulls and genuine stags, each	3	0
(iii) Bobby calves, up to 60 lb., skinned by winch, each	0	7
Calves up to 200 lb.	1	10
Calves over 200 lb. beef rates	2	8
(iv) Pigs up to 120 lb. each	1	4
Pigs, 121 lb. to 200 lb.	1	11
Pigs, over 200 lb. per 100 lb. or fraction of 100 lb.	1	0

(c) For any pig singed 2d. shall be added to the above rates.

(d) For any pig mechanically scudded 4d. shall be deducted from the above rates.

(e) Dead cattle and sheep, double rates.

(f) Abattoir assistants other than slaughtermen shall be paid not less than 2s. 7d. per hour, and not less than £4 15s. per week. Casual assistants may be employed at not less than 2s. 9d. per hour.

(g) Assistants loading-out before 7 a.m. shall be paid not less than 3s. 5d. per hour (with a minimum of 6s. 10d. per shift), Mondays to Fridays inclusive, and 4s. per hour on Saturdays (with a minimum of 8s. per shift).

(h) Assistants operating power-saws shall be paid at the rate of 3s. 6d. per hour.

(i) In the event of arrangements being made by which slaughtermen are not required to divide the beef carcasses, 10 per cent. may be deducted from the above rates.

Boys and Youths.

4. (a) Boys and youths may be employed at not less than the following rates of pay:—

	Per Week.
	£ s. d.
Under sixteen years of age	1 10 0
Sixteen to seventeen	2 2 6
Seventeen to eighteen	2 15 0
Eighteen to nineteen	3 5 0
Nineteen to twenty	3 15 0
Thereafter adult rates.	

(b) Boys and youths shall not be employed in any department in a greater number than one boy or youth to every four men or fraction of the first four. In cases where a weekly or daily wage is paid, no deduction shall be made from the weekly wages provided in this clause except for time lost through sickness or default of the worker.

Increase in Rates of Remuneration.

5. All rates of remuneration, including time and piece wages and overtime and other special payments provided for in this award, shall be subject to the provisions of the general order dated 9th August, 1940, under the Rates of Wages Emergency Regulations 1940, increasing rates of remuneration by an amount equal to 5 per cent. thereof.

Waiting-time.

6. Slaughtermen shall wait ten minutes in the event of a cut-out, but if required to wait longer than ten minutes they shall be paid at the rate of 3s. 3d. per hour for all time so waited, the recognized dinner-time to be excluded. In the event of there being two or more periods of waiting-time in any one day such periods shall be cumulative.

Overtime.

7. (a) Except as otherwise provided, all time worked outside of or in excess of the hours prescribed in clause 1 hereof shall be deemed to be overtime, and shall be paid for at the rate of time and one half for the first four hours and double time thereafter.

(b) When an assistant has been required to report for work more than once in any one day he shall be paid overtime rates for all work done in excess of eight hours.

(c) The overtime rates for boys shall be as prescribed in subclause (a) hereof, but in no case shall the rate be less than 1s. 6d. per hour.

Slaughtermen's Work.

8. (a) Mutton-butchers' work shall consist of killing and dressing of sheep and lambs, and taking out tongues if required; taking off skins; opening up and removing insides; skinning wool portions off head and leaving same attached to skins; taking off heads and trotters; thoroughly cleaning and wiping up carcasses; taking out lamb neckbreads when required; hanging off; properly tying and drawing weasands; breasts and cods to be split, and all skins to be turned out square and free from cuts and scores.

(b) Beef-butchers' work shall be to tie weasand, bleed, and take head off, take out sweetbreads, take off hide, take insides out, strip caul and reed-fat, wipe and clean, and divide into sides; saw through brisket-bone, aitch-bone, rump-bone, and to the sixth prime rib.

(c) Calves required to be dressed as beef shall be paid for at beef rates.

(d) All slaughtering on every class of sheep and lambs, cattle, calves, and pigs shall be turned out in a workmanlike manner, and in accordance with this award and to the satisfaction of the foreman butcher.

Learners.

9. (a) Each employer may employ learners on the slaughtering-board. Each learner shall be provided with a hook. The hooks for learners shall be kept separate from the hooks for slaughtermen, as far as practicable.

(b) Learners may be employed on the mutton or beef board in such proportion to mutton or beef slaughtermen that there shall not be more than one learner to every seven slaughtermen or fraction of the first seven slaughtermen in each department. One set of learners only in each department shall be allowed in any year.

(c) The employer shall be allowed to allocate one beef tackle to learners. Preference shall be given to men employed as slaughtermen on the mutton board.

(d) Learners, including beef learners, shall be paid the minimum rates for labourers per day for the first three months, afterwards at the rate specified in clause 3 (a) and (b) hereof.

(e) In engaging learners for the mutton-board, preference shall be given to men who have been employed in the works as slaughterhouse assistants for the previous twelve months.

(f) No learner shall be employed under the age of eighteen years.

(g) A learner when capable of killing and dressing two head of cattle or eight sheep or lambs per hour for shop trade to the satisfaction of the foreman butcher shall be classed as a competent slaughterman, and shall be removed from the learners' class.

(h) The employers may employ competent workers to teach such learners, or may arrange with slaughtermen who have hooks in the slaughterhouse to teach learners. Such slaughtermen when taken off the board shall be paid the board's average tally.

Alteration in Dressing.

10. Should any alteration in the dressing of sheep, lambs, beef, or pigs be required at any time, then the union shall meet the employer's wishes in this respect. The payment for any extra work entailed by such alteration shall be mutually agreed upon between the union and the employers, and in default of any agreement shall be determined in accordance with the provisions of clause 17.

Holidays.

11. (a) A whole holiday shall be observed on each of the following days: New Year's Day, the day following New Year's Day, Anniversary Day, Good Friday, Easter Monday, Anzac Day, the birthday of the reigning Sovereign, Labour Day, Christmas Day, and Boxing Day.

(b) Payment of wages as for an ordinary working-day of eight hours shall be made for New Year's Day, 2nd January, Good Friday, Easter Monday, Anzac Day, the birthday of the reigning Sovereign, Labour Day, Christmas Day, and Boxing Day to all workers covered by this award who, in respect of the days named in this subclause, have fulfilled the conditions of employment prescribed for payment of wages for holidays set out in paragraphs (a) and (b) of subsection (2) of section 14 of the Factories Amendment Act, 1936: Provided that if any of the holidays named in this subclause falls on a Saturday payment of wages for such holiday shall be made only to those workers the terms of whose engagement entitles the employer to require them to work on Saturdays.

(c) Where the ordinary rate for any worker is by piece-work and not by time, payment of wages for holidays shall be based on an ordinary rate of 3s. 6d. per hour.

(d) Every worker who is actually employed on any of the holidays prescribed in subclause (a) of this clause shall, in addition to the payment to which he is entitled under the foregoing provisions of this clause, be paid therefor at not less than double the ordinary rate.

(e) All work performed on a Sunday or on a Saturday shall be paid for at double rates.

(f) In the event of any holiday, other than Anzac Day, falling on a Sunday, such holiday shall be observed on the succeeding Monday, and in the event of another holiday falling on such Monday such other holiday shall be observed on the succeeding Tuesday.

Annual Holiday.

12. (a) Each worker shall be allowed a special holiday of one week on completion of each year of service: Fourteen days' notice of the date of commencement shall be given by the employer to the worker. Such special holiday shall be exclusive of and in addition to any holiday mentioned in subclause (a) of clause 11.

The wage payable for such holiday shall, in the case of an adult worker, be £5. In the case of youths, the rate prescribed in subclause (a) of clause 4 hereof shall apply. The payment to adult workers mentioned in this clause shall not be subject to the general order of the Court dated 9th August, 1940.

(b) Any worker who has completed six months' service in the employment of any employer and who shall leave such employment without having been allowed a special holiday in respect of any part of the period of such employment shall, in lieu of that special holiday, be paid wages in proportion to the length of that part of the period of employment for which no special holiday has been allowed: Provided that no worker who has been dismissed for misconduct shall receive any such payment.

Dressing, Dining, and Drying Rooms.

13. Accommodation for dining, for dressing, and for drying clothes shall be provided in accordance with the following conditions:—

(a) A room sufficiently large to provide space for dining and dressing or one room for dining and another room for dressing shall be provided.

(b) A separate drying-room used for no purpose other than drying clothes and having no direct opening on to any room used either for the purpose of dining or dressing or for both purposes shall be supplied.

(c) Separate rooms, fitted with shower-baths, shall be provided.

(d) Hot water shall be laid on to all rooms used for dining, dressing, or bathing, and cold water laid on to the dining-rooms and bathrooms. The dining-rooms shall contain provision for heating food.

(e) Hot-water urns and an ample supply of fresh drinking-water and sufficient accommodation for the seating of all workers properly using the dining-room shall be provided in the dining-room.

(f) A number of lockers shall be provided in the dressing-rooms, sufficient to supply each worker who requires to use same with a separate locker.

(g) Every dining-room shall be fitted with fly-proof doors and windows, and shall be cleaned after each meal.

(h) The employers shall not permit or suffer any dressing-room, bathroom, water-closet, or urinal to become insanitary.

General.

14. (a) The employer shall provide sufficient labour to ensure that all daggy sheep and lambs shall be dagged before being penned.

(b) All saws shall be properly sharpened when required.

(c) A hook or receptacle for caul-fat shall be provided at the hook and tackle.

(d) None but competent slaughtermen shall be engaged.

(e) For the purposes of this award a competent slaughterman shall mean a man who can kill and dress eight sheep or two head of cattle per hour.

(f) A suitable grindstone driven by power shall be provided in each slaughterhouse, and shall be kept in good condition.

(g) Every outside holding-pen for sheep for immediate killing shall be kept clean, and shall be either metalled, paved, concreted, and roofed.

(h) While loading-out, workers shall be supplied with loading-smocks.

(i) All calves over 120 lb. shall be dressed on the beef-board.

(j) Assistants who are in a heated condition through working outside shall be allowed a reasonable time to cool before entering the chiller.

Wages.

15. All wages shall be paid on Thursday of each week. Such wages shall be paid immediately on the cessation of work.

Workers to be Members of Union.

16. (a) It shall not be lawful for any employer bound by this award to employ or to continue to employ in any position or employment subject to this award any adult person who is not for the time being a member of an industrial union of workers bound by this award or who is not for the time being a member of a trade-union which was registered as such before the 1st day of May, 1936, and which is bound by this award: Provided, however, that any non-unionist may be continued in any position or employment by an employer

bound by this award during any time while there is no member of a union bound by this award who is available to perform the particular work required to be done and is ready and willing to undertake it.

(b) For the purposes of subclause (a) of this clause a person of the age of eighteen years or upwards, and every other person who for the time being is in receipt of not less than the minimum rate of wages prescribed by this award for workers of the age of twenty-one years and upwards, shall be deemed to be an adult.

(NOTE.—Attention is drawn to subsection (4) of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, which gives to workers the right to join the union.)

Interpretation.

17. Any matter incidental to or arising out of this award shall be determined by the committee consisting of one representative appointed by the employers and one representative appointed by the union. In the event of no agreement being arrived at, the matter shall be referred to the Conciliation Commissioner for the district, whose decision shall be final, subject to the party dissatisfied having a right to appeal to the Court within fourteen days after the decision shall have been communicated to that party.

Application of Award.

18. This award shall apply to the workers specified who are employed at the Auckland Municipal Abattoir.

Term of Award.

19. This award, in so far as it relates to wages, shall be deemed to have come into force on the 19th day of May, 1941, and so far as all the other conditions of this award are concerned it shall come into force on the day of the date hereof; and this award shall continue in force until the 18th day of May, 1943.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the Court hath hereunto set his hand, this 29th day of August, 1941.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM.

The award embodies the terms of settlement arrived at by the assessors in Conciliation Council. Wages have been made payable retrospectively in accordance with the agreement of the parties.

A. TYNDALL, Judge.

OTAGO AND SOUTHLAND COACH AND MOTOR-BODY BUILDERS.—AMENDMENT OF APPRENTICESHIP ORDER.

In the Court of Arbitration of New Zealand, Otago and Southland Industrial District.—In the matter of the Apprentices Act, 1923, and its amendments; and in the matter of the Otago and Southland Coach and Motor-body Builders' apprenticeship order, dated the 16th day of December, 1925, and recorded in Book of Awards, Vol. XXVA, p. 1372.

Wednesday, the 13th day of August, 1941.

WHEREAS by section 5 (2) of the Apprentices Act, 1923, the Court is empowered to amend any order made under section 5 (1) of the said Act: And whereas application has been made to the Court for an amendment of the Otago and Southland Coach and Motor-body Builders' apprenticeship order, dated the 16th day of December, 1925, and recorded in Book of Awards, Vol. XXVA, p. 1372: And whereas the Court has heard the representatives of the employers and workers bound by the said order: Now, therefore, the Court, in pursuance and exercise of the powers vested in it by the said Act, doth hereby order as follows:—

1. That clause 8 of the said apprenticeship order, as amended by the order dated 10th day of September, 1926, and recorded in Book of Awards, Vol. XXVI, p. 804, shall be deleted, and the following clause substituted therefor:—

"8. (a) The minimum rate of wages payable to apprentices who commence employment as such when under eighteen years of age shall be—

	Per Week.		
	£	s.	d.
" For the first six months	0	15	0
" For the second six months	0	19	0
" For the third six months	1	3	0
" For the fourth six months	1	7	0
" For the fifth six months	1	12	0
" For the sixth six months	1	17	0
" For the seventh six months	2	2	6
" For the eighth six months	2	7	6
" For the ninth six months	2	15	6
" For the tenth six months	3	5	0

"(b) The minimum rate of wages payable to apprentices who commence employment as such when eighteen years of age or over shall be—

	Per Week.		
	£	s.	d.
" For the first six months	1	10	0
" For the second six months	1	15	0

		Per Week.		
		£	s.	d.
" For the third six months ..	..	2	0	0
" For the fourth six months ..	..	2	5	0
" For the fifth six months ..	..	2	10	0
" For the sixth six months ..	..	2	15	0
" For the seventh six months ..	..	3	0	0
" For the eighth six months ..	..	3	5	0
" For the ninth six months ..	..	3	10	0
" For the tenth six months ..	..	3	15	0

"(c) All rates of remuneration, including overtime and other special payments provided for in this order, shall be subject to the provisions of the general order dated 9th August, 1940, under the Rates of Wages Emergency Regulations 1940, increasing rates of remuneration by an amount equal to 5 per cent. thereof."

2. That clauses 12, 13, and 16 of the said apprenticeship order shall be deleted, and the following clauses substituted therefor:—

"12. An employer shall be entitled to make a rateable deduction from the wages of an apprentice for any time lost by him through sickness in excess of two weeks in any year, or through his own default or through no fault of the employer: Provided that a deduction may be made for time lost through sickness up to two weeks in any year unless a medical certificate is produced."

"13. Accidents not arising out of and in the course of the employment shall be deemed to be sickness, and the provisions of this order relative to payment of and deduction from wages making up time in case of sickness shall apply accordingly."

"16. The minimum rates of overtime payment for apprentices shall be as follows: Time and a half for the first four hours and double time thereafter, with a minimum rate of 1s. 6d. per hour."

3. That this order shall operate and take effect as from the day of the date hereof.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM.

The Court, after having heard the representatives of the employers and workers in connection with clauses 8 and 16, has decided to incorporate in the order provisions similar to those contained in the Northern Industrial District Coach and Motor-body Builders' apprenticeship order.

A. TYNDALL, Judge.

**GORE (FORTY-MILE RADIUS) COAL-MINES' EMPLOYEES.—
AWARD.**

In the Court of Arbitration of New Zealand, Otago and Southland Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments and in the matter of an industrial dispute between the Mataura District Coal-mine Workers' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

Beattie Coster, and Co., Ltd., Mataura.

Rowe, C. E., and Son, Mataura.

Coster, D., Mataura.

Larking, P., Mataura.

Hoffman, J., Gore.

Miller, R., Gore.

Waimumu Coal Co., Gore.

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the above-mentioned dispute, and having heard the union by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, doth hereby order and award :—

That, as between the union and the members thereof and the employers and each and every of them, the terms, conditions, and provisions set out in the schedule hereto and of this award shall be binding upon the union and upon every member thereof and upon the employers and upon each and every of them, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this award; and, further, that the union and every member thereof and the employers and each and every of them shall respectively do, observe, and perform every matter and thing by this award and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this award or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same. And the Court doth hereby further award, order, and declare that any breach of the

said terms, conditions, and provisions set out in the schedule hereto shall constitute a breach of this award, and that a penalty as by law provided shall be payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect as from the day of the date hereof and shall continue in force until the 31st day of July, 1942, and thereafter as provided by subsection (1) (d) of section 89 of the Industrial Conciliation and Arbitration Act, 1925.

In witness whereof the seal of the Court of Arbitration hath hereto been affixed, and the Judge of the Court hath hereunto set his hand, this 26th day of August, 1941.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE.

Hours of Work.

1. Forty hours a week to be worked on five days of the week. For underground workers, eight hours bank to bank. For surface workers, eight hours (including "smoke-oh") between 7.30 a.m. and 5 p.m. Work shall cease at 5 p.m. every Friday: Provided that the manager shall have the right to have necessary development work, maintenance, and repairs done on Saturday where such work cannot be conveniently carried out on other days (development work not to cover driving of places), such work to be paid for at ordinary rates.

Overtime.

2. All time worked in excess of the hours mentioned in clause 1 shall be considered overtime and shall be paid for at the rate of time and a half for the first three hours and double time thereafter.

Trucking.

3. Where the employers do not do the trucking, the miner shall be supplied with a horse and paid at the rate of 1d. per box after 4 chains, including the lay-by.

Regulation of Turn.

4. The turn of skips throughout the mine shall be as evenly distributed as possible, provided each miner can fill his turn.

Laying Roads.

5. All long rails shall be laid by the employer. Short rails to be provided by the employer for each place to be laid by the miner.

Wet Places.

6. A "wet place" shall mean a place in which a worker has to stand in more than 3 in. of water, or where, within three hours of starting work, his clothes are wet by water dripping from the roof, or where a worker in open-cast pits gets wet through. Men in wet places shall work six hours bank to bank, and each piece-rate worker shall be paid for two hours at 2s. 10d. per hour.

Holidays.

7. (a) All workers shall receive the following holidays: Good Friday, Easter Monday, Anzac Day, Sovereign's Birthday, and Labour Day.

(b) Ten days' holiday at his ordinary daily rate of wages shall be granted to every worker on completion of each year of service with the same employer. The holidays shall be taken between the 25th December and the 2nd January, both days inclusive, and shall be paid for on the last pay day prior to the 25th December.

(c) If in any year the employment of a worker is terminated by either party for any reason before completion of the year's service, or if the employment has commenced later than the 2nd January, such worker shall, after the completion of not less than three months' service, be granted holiday pay in the proportion of one day at his ordinary daily wage-rate for each five weeks' service or fraction of five weeks' service: Provided that any worker whose period of service is terminated by his employer because of trade conditions or because of a mining emergency shall be granted holiday payment in the proportion of one day at his ordinary daily wage-rate for each five weeks' service or fraction of five weeks' service after the first five.

(d) Any proportionate holiday payment due to any worker shall be paid immediately on the termination of his employment.

(e) For the purpose of calculating the holidays due to any worker, time lost through sickness certified to by a duly qualified medical man shall be counted as time worked up to

a total not exceeding twelve weeks in any one year; time lost through an accident which entitled the worker to the benefits of the Workers' Compensation Act shall be counted as time worked up to a total not exceeding twenty-four weeks in any one year; and time lost through attention to union business (of which prior notice has been given to the manager) shall be counted as time worked up to a total not exceeding four weeks in any one year.

(f) Time lost by any worker during the year for reasons other than sickness or accident or legitimate business of the union of which the manager has been advised shall be deducted from the total time worked in estimating the five-weekly periods at the end of the year.

(g) Men employed on Sundays shall be paid at the rate of double time. Men employed from the 27th to the 31st December, both days inclusive, shall be paid only ordinary rates. All work done on all other holidays specified in this award shall be paid for at the rate of double time.

Disputes Committee.

8. (a) Any dispute concerning any matter not specifically provided for in this award which cannot be settled by the executive of the union and the management of the mine shall be immediately referred to the District Disputes Committee.

(b) The District Disputes Committee shall consist of one representative appointed by each side, and the local Magistrate or other person agreed upon by the representatives (or, in default of such agreement, appointed by the Court) as chairman, and shall deal with any matter which has not been settled by the means provided in subclause (a) hereof. A majority decision of the District Disputes Committee shall be final and binding on all parties.

Injured Workers.

9. In the case of any accident occurring in the mine and the injured man having to be carried out, the deputies shall select the men required as stretcher-bearers, and such men shall be paid for time lost.

Tool-sharpening.

10. All workers' tools shall be sharpened by the employer free of charge.

Supply of Explosives.

11. Explosives and fuse shall be supplied to miners at cost price.

Shiftmen's Tools.

12. The employers shall provide free all tools for shiftmen, and each man shall be responsible for tools supplied to him.

Rights of Workers.

13. A representative of the union shall be granted leave of absence to attend to the business of delegates' meetings on twenty-four hours' notice being given to the manager.

Payment of Wages.

14. Wages shall be paid fortnightly at the mine or at the employer's office on a day to be agreed upon between the employer and the union.

Under-rate Workers.

15. If any worker is unable from any cause to earn the minimum wage provided by this award for any class of work in which he is seeking employment, such worker may be employed at such lesser wage as may be agreed upon in writing by the president of the union and the manager of the mine. The term "worker" in this clause shall mean either a man or a youth, as may be applicable.

Preference.

16. (a) It shall not be lawful for any employer bound by this award to employ or to continue to employ in any position or employment subject to this award any person who is not for the time being a member of an industrial union of workers bound by this award.

(b) The provisions of the foregoing clause shall operate only if and so long as the rules of the union shall permit any worker coming within the scope of this award of good character and sober habits to become a member of the union

upon payment of an entrance fee not exceeding 5s., upon a written application, without ballot or other election, and to continue a member upon payment of subsequent contributions not exceeding 1s. per week.

Day Wages.

17. (a) Underground:—

- (1) Truckers, rope attendants, horse-drivers, pit-bottomers, and winchmen shall be paid 21s. 6d. per day, provided that truckers under the age of eighteen years shall be paid 17s. 2d. per day.
- (2) Shiftmen, 22s. 7d. per day.
- (3) Miners taken from the face for any other work, 23s. 8d. per day.
- (4) A miner driving a Bord or Stenton below the standard width and height 14 ft. by 10 ft. shall be paid at day rates.

(b) Surface Workers:—

- (1) Workers under eighteen years of age, 17s. 2d. per day.
- (2) Over eighteen years of age, 21s. 6d. per day.
- (3) Workers handling explosives, 22s. 7d. per day.

(c) Tonnage Rates:—

- (1) Hewing-rates on contract shall be for solid workings, 4s. 3d. per ton.
- (2) Where two men are working in a place, 6d. per ton extra shall be paid.
- (3) A miner working in a dip shall receive 1s. per ton extra.

All piecework rates shall be increased by 5 per cent., and the method of applying the increase shall be to take the total piece-rate earnings of each worker under this award and then add 5 per cent.

"Smoke-oh."

18. All workers shall be allowed without deduction of pay an interval of fifteen minutes morning and afternoon.

Shelter Sheds.

19. The employers shall provide suitable shelter sheds.

Matters not provided for.

20. Any matter coming within the scope of this award but not specifically provided for herein shall be mutually agreed upon between the employers and the union.

Application of Award.

21. This award shall apply to the original parties named herein, and shall extend to and bind as subsequent party hereto every trade-union, industrial union, industrial association, or employer who, not being an original party hereto, is, when the award comes into force or at any time whilst this award is in force, connected with or engaged in the industry to which this award applies within that part of the industrial district to which this award relates.

Scope of Award.

22. This award shall operate within a radius of forty miles from the chief post-office, Gore.

Term of Award.

23. This award shall come into force on the day of the date hereof, and shall continue in force until the 31st day of July, 1942.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the Court hath hereunto set his hand, this 26th day of August, 1941.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM.

This award embodies the terms of settlement arrived at by the assessors in Conciliation Council.

A. TYNDALL, Judge.

OTAGO PRINTING TRADES.—AMENDMENT OF APPRENTICESHIP ORDER.

In the Court of Arbitration of New Zealand, Otago and Southland Industrial District.—In the matter of the Apprentices Act, 1923, and its amendments; and in the matter of the Otago Printing Trades' apprenticeship order, dated the 23rd day of March, 1934, and recorded in Book of Awards, Vol. 34, p. 91.

Wednesday, the 3rd day of September, 1941.

WHEREAS by section 5 (2) of the Apprentices Act, 1923, the Court is empowered to amend any Order made under section 5 (1) of the said Act: And whereas application has been made to the Court for an amendment of the Otago Printing Trades' apprenticeship order dated the 23rd day of March, 1934, and recorded in Book of Awards, Vol. 34, p. 91: And whereas the Court has considered the recommendations made to it by the said committee and has heard the representatives of the employers and workers bound by the said Order: Now therefore, the Court, in pursuance and exercise of the powers vested in it by the said Act, doth hereby order as follows:—

1. That clause 6 of the said apprenticeship order shall be deleted and the following clauses substituted therefor:—

“6. A typographical and linotype apprentice shall be given employment in each of the following sections of the typographical trade for the periods set out below, that is—

“Proof pulling Not exceeding 26 weeks.

“Linotype operating Not less than 2 years.

“Composing and bulk work The balance of the term.

“Such experience shall be given at such time or times as the employer shall determine, and a record of the time occupied at each section shall be maintained by the employer, such record to be at all time available for inspection by an Inspector of Awards: Provided that the committee shall have power, on production of evidence to the satisfaction of the committee, to vary the respective periods where the circumstances are deemed to warrant such variation.

“6A. The work of a typographical apprentice in the hand section shall be confined solely to hand-setting, dissembling, and work on bulk and stone.”

2. That this Order shall operate and take effect as from the date hereof.

[L.S.]

A. TYNDALL, Judge.

**OTAGO GOLD-DREDGE AND ALLUVIAL GOLD-MINES'
EMPLOYEES.—INTERPRETATION.**

In the Court of Arbitration of New Zealand, Otago and Southland Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments; and in the matter of the Otago Gold-dredge and Alluvial Gold-mines' Employees' award, dated the 22nd day of April, 1940, and recorded in Book of Awards, Vol. 40, p. 350; and in the matter of a dispute between the Otago Gold-dredge and Alluvial Gold-mines' Employees' Industrial Union of Workers, and Austral New Zealand Mining, Ltd., a duly incorporated gold-mining company and a party to the above-mentioned award.

Employment, Terms of—Hours—Sunday Work—Gold-miners—Obligation to work on Sunday if requested—Restrictions placed upon Sunday Work by Sections 260 and 261 of Mining Act, 1926—Sunday Work contemplated by Award—Award subject to Mining Act.

The Court was asked to determine whether it was obligatory upon the employees of a gold-mining company to work on Sunday when required to do so by the employer. Conditions for Sunday work were laid down in the award, but under sections 260 and 261 of the Mining Act, 1926, Sunday employment was prohibited except upon the written authority of an Inspector of Mines, which authority could be given only in cases where there would otherwise be risk of injury to the mine or its operations. *Held*, That the award must be read subject to the Mining Act, and if an employer without the necessary authority of the Inspector of Mines requests employees to work on Sunday there is no obligation whatever upon the employees to comply. If an employer holding the Inspector's authority makes a similar request, the question of the obligation of any particular employee to comply depends entirely upon the specific circumstances surrounding his case at the time and upon the exact nature of the work required to be done.

WHEREAS a dispute has arisen between the employees of Austral New Zealand Mining, Ltd., a dredging company bound by the above-mentioned award and the said company as employer: And whereas by section 20 of the said award it is provided that any dispute shall be settled between the particular employer and the secretary of the union, and in default of any agreement being arrived at, then such dispute shall be referred to the local Conciliation Commissioner, who may either decide the same or refer the matter to the Court. If either party is dissatisfied with the decision of the Commissioner, such party may appeal to the Court upon giving written notice of such appeal to the other party within fourteen days after such decision shall have been communicated to the party desiring to appeal: And whereas the employer and the secretary of the union have failed to reach an agreement and are desirous that the matters in dispute should be submitted to

the Court for a decision: Now, therefore, the employer and the secretary of the union and the employees hereby submit to the local Conciliation Commissioner for his decision the matters in dispute set out in the schedule hereto and request that the said Conciliation Commissioner, in exercise of the powers conferred upon him by the said section 20, do submit the said matters in dispute for the decision of the Court.

THE SCHEDULE BEFORE REFERRED TO.

(a) Is it obligatory upon the employees to work on Sunday when required to do so by the employer, or is it optional?

(b) What is a fair and proper remuneration for employees to receive for work done on Sunday:—

(i) For work up to eight hours.

(ii) For work over eight hours.

Dated at Cromwell the 5th day of March, 1941.

Signed by the secretary of the union for and on behalf of himself and the employees in the presence of—C. E. Richards,
Accountant, Alexandra.

LEO. ASHBY, Secretary.

Signed for and on behalf of Austral New Zealand Mining, Ltd.,
by its local director, James Crombie Parcell, in the presence of—
I. Campbell, Clerk to Brodrick and Parcell, Solicitors, Cromwell.
J. C. PARCELL.

And whereas the Conciliation Commissioner has referred the said dispute to the Court of Arbitration for settlement.

OPINION OF THE COURT, DELIVERED BY TYNDALL, J.

The questions submitted to the Court are as follows:—

(a) Is it obligatory upon the employees to work on Sunday when required to do so by the employer, or is it optional?

Answer: Sections 260 and 261 of the Mining Act, 1926, read as follows:—

260. *Employment of manual labour on Sunday.*—Except in cases where the previous authority in writing of an Inspector of Mines has been obtained, it shall not be lawful for any person or company to directly or indirectly employ any workman on Sunday for hire or reward to do any skilled or unskilled manual labour in or about any mine.

261. *Cases in which Inspector may grant permission.*—No Inspector of Mines shall give any such authority as aforesaid, except in cases where he is satisfied that the labour cannot be suspended on Sunday without risk of injury to the mine or its operations, and, when giving such authority, he shall in each case state in writing his reasons for granting such authority, and shall specify the number of workmen that may be employed and the nature of their employment, and the period during which such authority shall extend.

Clause 6 (b) of the Otago Gold-dredge and Alluvial Gold-mines' Employees' award reads:—

6. (b) Sunday work shall be paid for at the rate of time and a half, with a minimum of one hour's pay on any Sunday that a man is called out to work. Further, no man shall be relieved on any one job on Sunday before he has completed eight hours.

The award obviously contemplates Sunday work, but its provisions must be read subject to the provisions of the Mining Act.

If an employer requests employees to undertake certain work on a Sunday, and he holds no previous written authority from an Inspector of Mines covering the employment of labour on the particular work in question, there is no obligation whatever upon the employees to comply with the employer's request.

In the case of a similar request to undertake work on a Sunday for which the employer holds a written authority from an Inspector of Mines, the question as to whether it is obligatory on any particular employee to comply with his employer's request depends entirely on the specific circumstances surrounding his case at the time and upon the exact nature of the work required to be done.

Provided the employer holds the necessary written authority and undertakes to comply with the award in regard to the payment of special rates for Sunday work, it is obligatory upon any employee to comply with an order to work on Sunday if in the light of all the circumstances the order, in so far as the particular employee is concerned, is a reasonable one. Should it be impossible for agreement to be reached between an employer and an employee in any particular case as to whether an order to work is reasonable the ultimate decision does not rest either with the employer or with the employee, but with any appropriate tribunal before which the question is brought for decision.

This Court cannot, of course, anticipate the decision of any such tribunal as to what might be considered a reasonable order, neither will this Court consent to give a binding opinion based on a hypothetical set of circumstances.

However, with a view to assisting in the disposal of the present dispute between the parties, the Court offers the following comments, but entirely without prejudice.

If the labour authorized by the Inspector of Mines is in connection with a catastrophic event such as a flood or fire, a breakaway of a dam, or the sudden development of a serious leak in one of the pontoons, it might be considered reasonable that any man whatever should comply with an order to work on Sunday.

If the labour authorized by the Inspector is in connection with other matters involving a threat of injury to the dredge or its operations it might be considered an unreasonable order if the employer requested an employee to work on Sunday who has already performed six shifts of eight hours each during the previous week and in addition has done, say, twelve hours overtime during the said week. It might also be considered an unreasonable order if the employer requested an employee to work on Sunday who has already worked forty-eight hours per week for three previous consecutive weeks, and in addition has worked eight hours or more on each of the previous three Sundays.

Mr. Montieth is not in agreement with certain aspects of this decision and his dissenting opinion follows.

(b) What is a fair and proper remuneration for employees to receive for work done on Sunday?

The Court is not now called upon to answer this question as it was advised at the hearing that the parties had arrived at full agreement on the points involved.

Dated this 26th day of August, 1941.

[L.S.]

A. TYNDALL, Judge.

DISSENTING OPINION OF MR. MONTIETH.

I think this judgment should firstly retain the principle that a man who works eight hours per day six days of the week should have the right to rest on Sunday. In this case these men work a forty-eight-hour week and the employer also works them on overtime during the six ordinary days of the week. However, it would be unreasonable for men to refuse to work on Sundays in cases of fire or flood or leak or other serious emergency, but I think the principle should strongly be retained that it is not obligatory to work Sundays except for an emergency.

DISTRICT REGISTRAR OF APPRENTICES *v.* PETERSON.

In the Magistrate's Court holden at Wellington.—Between the District Registrar of Apprentices, Wellington, plaintiff, and E. A. Peterson, Wellington, defendant. Hearing, 10th September, 1940, and 20th August, 1941; judgment delivered, 28th August, 1941.

Apprentices—Suspension of Apprentice—Determination of Contract—Apprentices Amendment Act, 1930, Section 15, Subsections (2) and (12)—Application not made by Employer to Apprenticeship Committee within Statutory Three Days for Leave to discharge Apprentice—Application not made by Apprentice within Statutory Ten Days for Relief from Suspension—Jurisdiction of Committee to hear Application ousted—Liability of Employer for Payment of Wages during Suspension—Common-law Right to discharge Apprentice.

The employer suspended the apprentice on the 8th December and did not apply to the Committee for leave to discharge him until the 5th January. The apprentice did not exercise his right to apply for relief from suspension. The Committee refused the application and ordered payment of full wages for the period of suspension. The apprentice was reinstated, but was not paid wages for the period of suspension, and an increase in wages which had been due was not paid until the time lost during suspension had been made up. The employer was proceeded against for (1) failing to pay wages for the period of suspension; and (2) failing to pay the prescribed increased rate of wages from the due date.

Held (1) That the jurisdiction of the Committee to act under section 15 of the Apprentices Amendment Act, 1930, was dependent upon the employer making application within three days after the suspension for leave to discharge the apprentice or, if the employer did not do so, then it was dependent upon the apprentice making application for relief from his suspension within ten days. The employer had therefore lost his rights under section 15 and the Committee had no jurisdiction to hear and determine the application. It followed that the employer in this case had no right under section 15 to withhold the apprentice's wages during the suspension period.

(2) That under the terms of the apprenticeship order requiring time lost by an apprentice "through his own default" to be made up before entering upon the next succeeding year of his apprenticeship, the onus of proof that time lost by reason of the suspension was due to the apprentice's own default was upon the employer, and this onus he had failed to discharge.

(3) The Apprentices Act, 1923, has not taken away the employer's right to discharge an apprentice for good cause.

Gribble v. Standard Motor Bodies, Ltd. ([1932] 33 Book of Awards 988), not followed.

JUDGMENT OF J. H. LUXFORD, S.M.

THIS is an action by the Registrar of Apprentices to recover penalties from the defendant for two alleged breaches of the Wellington Industrial District Dental Technicians apprenticeship order, 1937 (Book of Awards, Vol. XXXVII, p. 822).

The defendant engaged Leslie George Godkin to work for him as an apprentice in his business of a dental technician. An apprenticeship contract was duly entered into and approved by the Apprenticeship Committee. The term of the apprenticeship is for five years from 1st March, 1938. On 8th December, 1939, the defendant suspended the apprentice on the ground, *inter alia*, that he was "inattentive, careless, and showed absolutely no desire to become interested in his work." On 5th January, 1939, the defendant notified the Registrar of the suspension, and stated, "I wish to apply for suspension of contract of apprenticeship between myself and Kenneth James Godkin dated 1st March, 1938." The Registrar replied that "the necessary action is being taken regarding your application to have the contract of apprenticeship cancelled."

When this letter was written, the Apprenticeship Committee was not functioning *de facto*. The Wellington Dental Assistants' Union had, on 6th December, 1939, notified the Registrar that it had decided to replace two of its members on the Committee. In order to effect the change of personnel it was necessary to apply to the Court of Arbitration to discharge the whole Committee. A new Committee could then be formed in accordance with section 4 of the Apprentices Act, 1923. Application to discharge the Committee was made on 19th January, 1940, and was granted by the Court of Arbitration on 31st January. The new Committee was formed and duly registered on 15th February, 1940. The Registrar then summoned the defendant and the apprentice to appear before the Committee on 22nd February, when the application to have the apprenticeship contract cancelled would be considered.

The members of the Committee met at the time and place stated, with the exception of A. W. Nisbet, but Mr. J. L. Riley (a non-member) attended in his stead. The minutes show that the Committee heard the parties, who then withdrew. Mr. Riley then proposed, "That the application be declined and the employer refused leave to discharge the apprentice." The motion was carried unanimously. A further motion, "That the employer pay the full amount of wages accruing during the period," was carried. Mr. Riley was the only dissident. On 26th February, 1940, the Registrar notified the defendant in writing of the Committee's decisions, and of his right, if dissatisfied therewith, to appeal to the Magistrate's Court. The defendant reinstated the apprentice on 1st March, 1940, but failed to

pay him any wages for the period of the suspension. On the date of reinstatement the apprentice commenced his fifth six-monthly period of service, and became entitled under the apprenticeship order of 1937 to £1 15s. a week. The defendant, however, paid him £1 10s. a week until 10th May, 1940.

The first cause of action is based on the defendant's failure to pay wages to the apprentice between 11th December, 1939, and 22nd February, 1940. The second cause of action is based on his failure to pay the increased rate of wages subsequently to 1st March, 1940.

Mr. Heine has raised two grounds of defence to the first cause of action. He contends, first of all, that the defendant was entitled by section 15 (2) of the Apprentices Amendment Act, 1930, to withhold payment of wages during the period of suspension, and secondly, that his application for leave to discharge the apprentice has not yet been lawfully heard and determined by the Committee. As to the second cause of action, he contends that the apprentice did not become entitled to the increase provided for in the 1937 order until he (the apprentice) had actually served four six-monthly periods. In other words, the period during which the apprentice was suspended did not count as actual service and must be made up before the increased wages became payable.

These contentions involve a detailed consideration of the Apprentices Act, 1923, and its amendments, relating to the right of an employer to suspend or discharge an apprentice, and, in particular, the provisions of section 15 of the Apprentices Amendment Act, 1930. I read the enactments to mean that an apprenticeship contract may be determined after the expiration of the period of probation in one of six ways:—

First, by agreement between the parties (see sections 8 (8) and 13 (1), Apprentices Act, 1923).

Secondly, by the employer discharging the apprentice for cause, and the apprentice failing to apply for and obtain relief from such discharge (see sections 8 (8), *ibid*, and section 15 (12), Apprentices Amendment Act, 1930).

Thirdly, by the employer discharging the apprentice with the leave of the appropriate Committee (see section 15 (1), *ibid*).

Fourthly, by transfer of an apprentice to another employer (section 13, Apprentices Act, 1923).

Fifthly, by cancellation by the Court (or by a Committee under delegated power) (see section 5 (4) (b), *ibid*).

Sixthly, by effluxion of time.

It is important to note that the Act does not take away an employer's common-law right to discharge an apprentice for cause, but gives a discharged apprentice the right to apply for relief.

Further, the Act gives an employer the right to suspend an apprentice for cause, and to apply for leave to discharge him. Thus it is provided by section 15 (1) that "In any case where an apprentice so misconducts himself or proves himself to be so incapable that if he were an employee other than an apprentice it would be reasonable for his employer to discharge him, the employer may suspend him and apply to the appropriate Apprenticeship Committee . . . for leave to discharge him."

This section was considered by Page, S.M., in *Gribble v. Standard Motor Bodies, Ltd.* ([1932] 33 Book of Awards 988), and he came to the conclusion that "The effect of the whole section is to deprive an employer of the power legally to determine a contract of apprenticeship except with the consent of the Committee or of a Magistrate on appeal. The employer is given power to suspend the apprentice, but not to discharge him."

I regret that I am unable to agree with the learned Magistrate's view. The section, in my opinion, merely provides a procedure whereby an employer may obtain to what is in effect a conclusive declaration that he was lawfully entitled to discharge the apprentice as from the date on which he was suspended and that the contract of apprenticeship was cancelled as from that date. It does not take away the employer's right to discharge for cause, but enables him to exercise that right in a way which cannot subsequently be questioned. That interpretation seems clear from subsection (12), which gives an apprentice who has been discharged without the leave of the Committee the right to apply for relief from such discharge; also from section 8 (8) of the principal Act, which requires an employer to give notice to the Registrar of the termination of the contract "by discharge of the apprentice for good cause."

I will now turn to subsection (2) of section 15 of the 1930 amending Act, which requires every application for leave to discharge an apprentice who has been suspended under subsection (1) to be "made within three days after the apprentice is so suspended, and when such application is duly made, the employer may withhold any wages accruing due to the apprentice in respect of the period of suspension."

This subsection was referred to in *Gribble v. Standard Motor Bodies, Ltd.* (*supra*). The learned Magistrate came to the conclusion that the failure to apply within three days does not, of itself, oust the jurisdiction of the Committee, and added: "The provisions that the employer must make his application within three days is enacted for the benefit of the apprentice, who may, if he choose, waive it." Again I regret that I am unable to concur in the learned Magistrate's view. The subsection was not enacted for the benefit of the apprentice, but for the benefit of the employer. It is he who invokes the section, in order to get rid of an unsuitable apprentice without running the risk of an action for wrongful dismissal.

The language of the subsection is mandatory, and in my opinion the employer, in order to take advantage of the benefits given him by subsection (1), must make his application within three days. If he does so, he becomes lawfully entitled to withhold the apprentice's wages pending the final determination of this application. The full benefits of the section, however, are not wholly lost to the employer who fails to make application within the three days, because in such a case the apprentice becomes entitled by subsection (12) to apply "within ten days after such suspension" for relief, "and thereupon the provisions of this section shall apply in like manner as if the employer had proceeded in accordance with subsection one hereof."

In the present case the apprentice did not make an application under subsection (12), so it is not necessary for us to determine whether, if he had, the defendant would have been entitled to withhold payment of wages under subsection (2).

The jurisdiction of the Committee to act in accordance with the provisions of section 15 is dependent upon the employer making an application to discharge within three days after he has suspended an apprentice or, if he does not do so, the apprentice applies for relief from such suspension within ten days from the time he was suspended. I must therefore hold that the defendant lost his rights under

section 15 and that the Committee had no jurisdiction to hear and determine the application filed on 5th January, 1940.

An employer who after suspending an apprentice loses his right to apply for leave to discharge may take one of three courses in order to get rid of his liability under the apprenticeship contract. He may—

- (a) Formally discharge the apprentice, and so place the onus on him to apply for relief; or
- (b) Reinstate the apprentice and again suspend him, and then apply within the prescribed time for leave to discharge; or
- (c) Apply to the Court of Arbitration under section 5 (4) (b) of the Apprentices Act, 1923, for an order cancelling the contract. (N.B.—The Wellington Mechanical Dentistry Apprenticeship Committee has been duly authorized to exercise this power of the Court of Arbitration: see clause 25, apprenticeship order, 1937 (Book of Awards, Vol. XXXVII, p. 825).)

It follows that the defendant had no lawful right to withhold the apprentice's wages during the period of suspension, and the plaintiff is entitled to succeed on the first cause of action. In the view that I have taken as to the effect of section 15, it is not necessary for me to decide whether the proceedings of the Committee were not in any event invalidated owing to a non-member taking part therein.

The liability of an apprentice to "make up lost time" is governed by the 1937 order. It is provided by clause 13 that "An apprentice shall make up all time lost by him in any year through his own default, accident, sickness, or for any cause not directly connected with the business of the employer before he shall be considered to have entered on the next succeeding year of his apprenticeship."

If an apprentice is suspended for misconduct, but is subsequently reinstated by order of the Apprenticeship Committee, the period of suspension may be "time lost through his own default." Whether it is so or not is a question of fact.

In the present case the apprentice was reinstated by order of the Committee, but, as I have already stated, that order was made without jurisdiction.

It is not necessary to decide whether that affects the position or not, because I have no evidence before me to show that the apprentice's suspension was due to his own

default. The onus is on the defendant to prove that the apprentice had been guilty of misconduct or had become incapable of doing his work, and for that reason had been suspended. The defendant must discharge that onus before I can hold that the period of suspension was time lost through the apprentice's own default.

The plaintiff is therefore entitled to succeed on the second cause of action.

Judgment for the plaintiff accordingly.

Solicitor for defendant: *W. Heine* (Wellington).

[L.S.] J. H. LUXFORD, Stipendiary Magistrate.

FACTORIES AMENDMENT ACT, 1936.—ORDER EXTENDING WORKING-HOURS IN RESPECT OF NEW ZEALAND SOLUBLE SLAGS, LTD., HUNTLY.

In the Court of Arbitration of New Zealand, Northern Industrial District.—In the matter of the Factories Amendment Act, 1936; and in the matter of an application by New Zealand Soluble Slags, Limited, Huntly, for an extension of the limits of working-hours prescribed by section 3 (1) of the said Act.

Friday, the 5th day of September, 1941.

UPON reading the application of the New Zealand Soluble Slags, Ltd., Huntly, for an extension of the limits of working-hours prescribed by section 3 (1) of the Factories Amendment Act, 1936, and by consent of the duly appointed representatives of the said applicant and the workers concerned, this Court, in pursuance and exercise of the powers conferred upon it by section 3 (5) of the said Act, and with the consent of the said representatives, doth hereby order as follows:—

1. That the limits of hours fixed by subsection (1) of section 3 of the said Act are hereby extended upon the terms of the agreement made in pursuance of the Labour Disputes Investigation Act, 1913, on the 24th day of June, 1941, between the Otahuhu Chemical-manure Workers' Union, of the one part, and New Zealand Soluble Slags, Ltd., Huntly, of the other part, and recorded in the Book of Awards, Vol. XLI, p. 825, in respect of the occupier of a factory bound by the said agreement.

2. That this order shall come into force on the day of the date hereof, and shall continue in force during the currency of the said agreement.

[L.S.]

A. TYNDALL, Judge.

**LIVERPOOL STATE COAL-MINE EMPLOYEES.—AGREEMENT
UNDER THE LABOUR DISPUTES INVESTIGATION ACT, 1913.**

THIS agreement, made this 1st day of June, 1940 (one thousand nine hundred and forty), between the Point Elizabeth and Liverpool State Collieries Employees' Industrial Union of Workers (hereinafter called "the union"), of the one part, and the Hon. the Minister of Mines (hereinafter called "the employer"), of the other part, whereby it is mutually agreed by and between the parties hereto as follows, that is to say:—

(1) That the terms, conditions, stipulations, and provisions contained and set out in the schedule hereto shall be binding upon the said parties, and they shall be deemed to be and are hereby incorporated in and declared to form part of this agreement.

(2) The said parties hereto shall respectively do, observe, and perform every matter and thing by this agreement and by the said terms, conditions, stipulations, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this agreement or of the said terms, conditions, stipulations, and provisions, but shall in all respects abide by and perform the same.

SCHEDULE.

**WORKING-CONDITIONS FOR THE LIVERPOOL STATE COLLIERY,
JUNE, 1940.**

All piece-rates are to be increased by 5 per cent., and it is understood the method of applying the increase will be to take the total piece-rate earnings of each worker under the agreement and then add 5 per cent.

NOTE.—Any shift-work done by a piece-rate worker will be paid for at the amended shift-work rates and shown separately.

Tonnage Rates.

1. When miners are engaged in mining coal by hand-labour they shall be paid the following rates per ton, it being understood that all coal shall be filled free from stone and other impurities:—

(a) Hewing coal in solid workings—			Rate per Ton.	
Thickness of Seam.			s.	d.
3 ft. to 3 ft. 6 in.	..	..	5	6½
Over 3 ft. 6 in. to 4 ft.	..	..	4	10½
Over 4 ft. to 4 ft. 6 in.	..	..	3	11½
Over 4 ft. 6 in. to 5 ft.	..	..	3	5½
Over 5 ft.	..	..	3	2½

Places in which the coal is less than 3 ft. thick shall be classed as deficient places.

(b) Hewing coal in pillar workings—		Rate per Ton.	
Thickness of Seam.		s.	d.
3 ft. to 3 ft. 6 in.	4 10½
Over 3 ft. 6 in. to 4 ft.	4 2
Over 4 ft. to 5 ft. 6 in.	3 2½
Over 5 ft. 6 in. to 6 ft. 6 in.	3 0
Over 6 ft. 6 in.	2 9½

When the management takes miners' coal (that has been shot down) for ballast or any other purpose the miners shall be paid for the coal taken at the appropriate tonnage rates.

(c) For hewing coal in the solid workings in the No. 2 mine the tonnage rate as provided in subclause (a) hereof shall be increased 3½d. per ton.

Places in which the coal is less than 3 ft. thick shall be classed as deficient places.

Places in which rails cannot be laid and miners required to cast coal an allowance will be paid, each case to be treated on its merits.

(d) All coal must be side-cut or holed in accordance with the provisions of the Coal-mines Act and Regulations. The holing shall be done in the dirt-band under the seam, or in a soft band in the seam, or in exceptional circumstances in the coal itself, whichever the manager deems advisable. Holing-dirt to be thrown back before blasting so that the coal may be filled clean. If the holing-dirt exceeds 3 in. in thickness the miners shall be paid ½d. per ton per inch for each inch over 3 in. and up to 12 in. and ¼d. per ton per inch over 12 in., such payment being compensation for throwing back and stowing the holing-dirt and keeping the coal clean. If required to fill the holing-dirt into trucks the miners shall be paid 1s. 0½d. per truck filled level-full, and when required to cut one side of the working-place in addition to holing the miner shall be paid 2½d. per ton extra tonnage rates, and for tipping the coal into chutes in steep workings 1½d. per ton extra tonnage shall be paid.

(e) Introduction of Oil Safety-lamps: In the event of oil safety-lamps being introduced into any mine now being worked with naked lights or electric safety-lamps the hewing-rates shall be increased by 4½d. per ton. The Department shall provide safety-lamps in accordance with the provisions

of the Coal-mines Act, and each pair of miners shall be provided with these lamps: Provided that as soon as electric safety-lamps of one candle-power or over are provided by the Department the increased hewing-rates shall be decreased by 4½d. per ton.

Yardage Rates.

2. For narrow work in solid workings the following yardage rates shall be paid: Places less than 12 ft. wide, 8s. 4d. per yard; places from 12 ft. to 16 ft., 4s. 2d. per yard. Inclines used for jiggling coal in solid workings shall be driven narrow. In dip headings where the grade is 1 in 8 or steeper the yardage rates shall be increased by 20 per cent. Wet dip headings shall be specially arranged for between the management and the union executive. Dip headings in which wet time is worked shall not come under this clause unless where pumping or bailing is required to remove the water.

Breaking away Bords.

3. Where bords or first split through a pillar are broken away narrow, narrow-work rates shall be paid for the first 4 yards; 3 yards shall be driven narrow before commencing to widen out. Bords shall be 18 ft. wide, but the management shall have the right to reduce the width to not less than 16 ft. in cases where the roof is bad.

Splits through Pillars.

4. When the first, second, or third split through a pillar is driven more than 12 ft. wide solid tonnage rates shall be paid. When the first split through a pillar is driven not more than 12 ft. wide solid tonnage rates and yardage rates shall be paid. For the second and third splits through a pillar under 12 ft. wide solid tonnage rates and 5s. 6½d. per yard shall be paid. Any split after the third over 12 ft. wide, pillar-tonnage rates shall be paid. Any split after the third under 12 ft. wide, pillar-tonnage rates plus 5s. 6½d. per yard shall be paid. In cases where a second or third split exceeds 22 yards in length it shall be paid for as if it were a first split. Where the manager requires it to be done, coal shall be left on the goaf side up to 6 ft. thick to keep back fallen stone, but such a place shall not be deemed to be a split.

Double-shift and Back-shift Places.

5. (a) If the manager requires at any time other than the general cavit to double shift any place, he shall give the man or men in that place two clear working-days' notice to

choose their own mates, and in the meantime the next man or men in turn to go on the coal shall work the place if required. If a selection is not made and communicated to the manager within two clear working-days after such notice has been received the manager shall have the right to make his own selection.

A "double shift" shall mean when one man succeeds another or one pair of men succeeds another pair in the same working-face.

If any member of a double-shift party absents himself from work without providing a substitute approved of by the manager, the management shall have the right to appoint a substitute during his absence.

Should the man or men employed on the back-shift in a double-shift place be absent from work for any cause, and the place is in consequence worked as a day-shift place only, the management may give one fortnight's notice of its intention to reduce the rate paid in such place to the single-shift rate, and the single-shift rate shall apply after the expiration of such notice until such time as the place is again worked as a double-shift place.

(b) Twopence per ton in addition to the ordinary hewing-rates shall be paid to men employed in double-shift places, and also to men having to work on the back-shift in single-shift places. Men who earn yardage in double-shift places or in single-shift back-shift places shall be paid 1s. 6d. per yard more than they would receive for similar work in single day-shift places. Day-wage men employed on the back shift shall receive 6d. per shift more than the day-shift rate.

Night Shift (Dog Watch).

6. (a) Not more than six pairs of miners shall be employed on the third shift, and then only for development work, except in cases of emergency, when the management shall have the undisputed right to work the number of places required to cope with such emergency.

A case of emergency shall be any circumstances or conditions which may impede or interfere with the working operation of the mine or any section of the mine.

Miners shall not be regularly employed on the night shift unless day shift and back shift are already being worked in the same working-places, unless by special arrangement between the management and the union executive.

Men employed in development work shall not be regarded as being regularly employed when on that shift.

(b) Threepence per ton in addition to the ordinary hewing-rates shall be paid to men employed in night-shift places. Men who earn yardage in night-shift places shall be paid 2s. 6d. per yard more than they would receive for similar work in single-shift places. Day-wage men employed on night-shift shall be paid 1s. per shift more than the day-shift rate.

(c) Men continuously employed on dog watch shall be paid 1s. 6d. per shift more than day-shift rate. By "continuous employment" is meant a period longer than one fortnight.

Coal left on Goaf-side of Lift.

7. If the miners are ordered to keep a rib of coal on the goaf-side of their lift for the sole purpose of keeping back goaf stone, pillar-tonnage rates shall be paid. On no account shall yardage rates be paid in these cases. When the management deems it safe to widen the place out again the miner shall do so.

Bottom Coal.

8. For taking up bottom coal in bords the full width the following rates shall be paid: For any thickness over 3 ft. 6 in., 2s. 9½d. per ton; 3 ft. 6 in. to 2 ft. 6 in. 3s. 2½d. per ton; below 2 ft. 6 in. shall be a deficient place.

In narrow places the following yardage rates shall be paid: From 9 ft. to 12 ft., 1s. 4½d. per yard; from 6 ft. to 9 ft., 2s. 9½d. per yard. In back-shift or double-shift places 9d. per yard extra shall be paid.

When miners have to remove the original timber and set new timber in taking up bottom they shall be paid 1s. 4½d. per prop for props over 12 ft. long.

Top Coal.

9. For taking down top coal the rates shall be: For any thickness over 3 ft. 6 in., 2s. 9½d. per ton; from 3 ft. 6 in. to 2 ft. 6 in., 3s. 2½d. per ton; below 2 ft. 6 in. to be a deficient place.

Fallen Coal.

10. For filling fallen coal the rate shall be 2s. 9½d. per ton.

Side Coal.

11. For taking off side coal for any purpose miners shall be paid solid tonnage rates plus half-yardage for any width up to 6 ft.: Provided that this shall not apply to bringing back side coal in bords or pillars.

Where men are required to advance with side coal along the edge of a bord for the purpose of making a new roadway solid tonnage rates plus half-yardage shall be paid for any width up to 6 ft., solid tonnage rates shall be paid for any width over 6 ft. and up to 10 ft., and pillar rates shall be paid for any width over 10 ft.: Provided that where men are required to drive over 10 ft. wide they shall be allowed to drive up to 12 ft. wide: Provided, further, that this decision shall not apply to ordinary lifts in pillars.

The provisions of clause (5) (b) hereof shall not apply to side coal, but in double-shift or back-shift places 2d. per ton extra shall be paid and 9d. per yard extra over day-shift yardage rates.

In places where a strip of coal is taken off a pillar for other purposes than the extraction of that pillar solid tonnage rates shall be paid.

Trucking by Miners.

12. (a) All trucking shall be done by the Department except as herein provided. The tip-up or points shall be as close to the face as possible, and in no case farther away than 30 ft. The miners shall truck both ways from the tip-up or points and shall place the empty on the rails. In cases where the truck is too heavy to be handled at the tip-up by one man the miner shall assist the trucker to tip-up, and the trucker shall assist the miner to replace the truck on the rails.

(b) Miners shall run the face jig, and shall be paid for so doing at the following rates:—

	Per Ton.
Up to 44 yards	d. 1½
From 44 yards to 66 yards	3
From 66 yards to 88 yards	4½
From 88 yards to 110 yards	6
Over 110 yards	7½

(c) In isolated and/or inconvenient places—that is, where not more than one pair of men are trucking to the same flat-sheet—miners shall do their own trucking and run the jig below. For trucking they shall be paid the following rates: Up to 32 yards, 2 hours per shift; from 32 yards to 44 yards, 3 hours; and thereafter, one hour per shift per chain or portion of a chain; and for running the jig below, 1½d. per ton per chain or portion of a chain. When only one hewer is employed at the working-face only half the above hourly rates shall be paid. This clause shall be applicable where necessary to the top pair of men in a bank or heading.

(d) When a miner is required to leave his working-face to assist the trucker he shall be paid for any distance beyond the tip-up, which shall not be more than 30 ft. from the face: Up to 32 yards, 2 hours per shift; from 32 yards to 44 yards, 3 hours per shift; and thereafter 1 hour per shift per chain or portion of a chain. When two miners are required to assist the trucker the above payment shall be made to each man.

Laying Rails.

13. All rails shall be laid by the Department. Short rails shall be provided by the Department for each place. Sleepers shall not be more than 3 ft. apart. It shall be permissible for miners to lay the short face set if they desire to do so.

Stone Scale.

14. In any place where the height of coal is not more than 5 ft. and stone exists in the coal or on top of the coal which cannot be kept up and which has to be picked out of the loose coal, an allowance on account of stone shall be paid as under: For stone up to but not more than 3 in. thick, 1½d. per ton; for every additional inch in thickness above 3 in. ¾d. per ton per in. In places where the height of coal exceeds 5 ft. but does not exceed 10 ft. the allowance shall be for stone up to 2 ft. thick, ½d. per ton per inch.

All places in which the stone in or on top of the coal is 2 ft. thick or over and cannot be kept up shall be deemed to be deficient places.

Payment on account of stone is made as a remuneration for picking it out of the coal. Places shall be measured 1 ft. from each rib and in the centre, and the thickness of stone shall be deducted from the measurement of the coal. Any difficulty which may arise out of this clause shall be settled between the management and the workmen's Inspectors. Where a coal roof is made to keep up stone on coal over 6 ft. and up to 8 ft. in height the miner shall be paid 2½d. per ton in lieu of stone scale.

For brass or other impurities to be picked from the coal and stacked in the working-place or filled away, as may be required by the management, the miner shall be paid at the rate of 2s. 1d. per truck in places under 5 ft. high; and 1s. 8½d. per truck in coal 5 ft. and over, each truck to contain not less than 12 cwt. Such material as referred

to in this clause shall, when left in the working-places, be so stacked as to allow of the quantity being ascertained by measurement. The management shall ascertain the quantity of any such material as provided for in this clause at least twice weekly.

Timbering.

15. Miners shall securely timber their working-places and shall maintain all timber for a distance of 12 ft. back from the face, except in cases in which timber is broken by pressure of roof or sides, in which case renewals shall be paid for.

Miners shall set props any height up to 12 ft., 6d. each; and over 12 ft., 1s. Other timber shall be paid for at the following rates:—

Ordinary sets up to 8 in. in diameter at the centre—

			Per	Set.
			s.	d.
Up to 9 ft. high	..	..	4	2
Over 9 ft. and up to 10 ft.	..	..	4	7½
Over 10 ft. high	..	..	5	1

Special sets over 8 in. in diameter at the centre—

			Per	Set.
			s.	d.
Up to 9 ft. high	..	..	5	0
Over 9 ft. and up to 10 ft.	..	..	5	3½
Over 10 ft.	..	..	5	9½
Blinded sets (extra)	..	..	2	10
Sets close-lathed, skin to skin	..	..	1	5

The average length of the legs shall be taken as the height of the set.

For renewing timber in roadways props shall be paid for at—Up to 9 ft., 8½d. each; over 9 ft. long and up to 12 ft. long, 11d. each; over 12 ft. long, 1s. 5d. each; jig props, 2s. 1d. each.

Props over 9 in. in diameter in the centre, or split props of equivalent area, shall be paid for at—Up to 9 ft., 1s. 0½d. each; over 9 ft. long and up to 12 ft. long, 1s. 4½d. each; over 12 ft. long, 2s. 1½d. each.

When miners are required to build chocks with 5 ft. lengths of timber they shall be paid 1s. 4½d. per foot of height when filled solid inside, and 1s. 0½d. per foot unfilled.

In places where the gradient exceeds 1 in 3 the question of an extra timbering-allowance shall be decided between the management and the workmen.

Drawing Timber: For withdrawing timber in working-faces miners shall be paid at the following rates for sound timber: Each set, 3s.; each prop, 6d.; chocks, 1s. 0½d. per foot.

Wet Places.

16. (a) Men in wet places as hereinafter defined shall work six hours bank to bank, and each piece-rate worker shall be paid for two hours at 2s. 10d. per hour. A "wet place" shall mean a place in which a workman cannot avoid his clothing becoming saturated with water within three hours of his commencing work or where he has to work in more than 3 in. of water on the floor: Provided that in places where two or more men are employed any man who can work dry shall not be entitled to any extra payment: Provided, further, no workman shall be entitled to extra payment under this clause who does not report the wet condition of his place to the official in charge of the district within three hours of commencing work. Truckers and shiftmen in wet places shall work full time, and shall be paid three hours extra at their daily-wage rate. Contract truckers shall be paid the same allowance as wage truckers if they work full time.

(b) Water shall, as far as possible, be removed from working-places by the management, and if the water is not out by the time the miners start work they shall remove it and be paid for so doing at shift rates.

(c) Where in any mine men can be protected from water in wet places by any means mutually approved by the management and the workmen's Inspectors, then such means of protection shall be adopted.

Regulation of Boxes.

17. (a) The turn of boxes throughout the mine shall be as evenly distributed as possible.

(b) Payment for Waiting-time: In cases in which miners are kept waiting in the mine for any time in excess of two hours because of a breakdown of plant or machinery other than a fan stoppage they shall be paid waiting-time as from the end of the first hour. Crib-time shall not be included in waiting-time.

(c) When miners are kept standing by on account of a stoppage of the fan they shall be paid for the actual time lost.

Prices of Explosives and Tools.

18. Explosives and, where they are supplied, tools and other necessary stores shall be sold to miners by the Department at current cost prices. The union shall be entitled to appoint two representatives to confer with the representatives of the Department on the question of prices of explosives and other stores. All invoices for explosives and other stores shall be available for inspection by this committee—current cost prices to include all reasonable handling charges.

Minimum Wage for Miners.

19. (a) A miner working on tonnage rates who shall be unable through no fault of his own to earn an average of 22s. 5d. for any weekly period shall be paid an amount sufficient to make up his earnings to an average of 22s. 5d. per shift for the number of shifts worked by him during such period. This clause shall not apply to the first week of the cavit period, except in places which immediately prior to the cavit had been minimum-wage places.

(b) Men who cavit together and are subsequently either required or permitted by the management to work separate places shall have their earnings calculated separately in respect of each place for the purpose of computing the minimum wage.

(c) Men in double-shift or three-shift places shall share earnings equally according to time worked. Each case of failure of the men in a double-shift or three-shift place to earn the minimum wage shall be considered on its merits.

(d) Men who earn the minimum wage on the back-shift shall be paid 6d. per shift more than the day-shift minimum wage-rate, and men who earn the minimum wage on the night shift shall be paid 9d. per shift more than the day-shift minimum wage-rate.

Check-weigh Fund.

20. The manager shall deduct contributions to the Check-weigh Fund from the wages of each miner if authorized to do so under the provisions of the Wages Protection and Contractors' Liens Act, 1908. Miners in the State coal-mines' employ who have been legally elected by ballot as check-weighmen and who, having served a term or terms, are legally deprived of the position of check-weighman shall be eligible for any vacancy or vacancies which may occur in the mine and which they are competent to fill.

In the event of there being no vacancies the question as to placing of the ex-check-weighman to be decided between the union and the management.

Unclaimed Boxes.

21. The number of unclaimed boxes which shall be placed to the credit of the Check-weigh Fund by the Department shall bear the same proportion to the total number of unclaimed boxes that the contract workers' coal bears to the total output of the mine.

Truckers going on Coal.

22. Shiftmen or truckers over twenty years of age who have been in the employ of the mine for a period of two years as such shall, according to the length of their employment, have the first right to any vacancy occurring on the coal: Provided that this right shall not be exercised by more than two truckers in any quarter in any mine in which more than twenty-five pairs of miners are employed, or one trucker in any mine in which a less number of miners are employed: Provided also that any trucker or shiftman shall have an experienced miner working with him for twelve months.

Experienced miners working in the mine as truckers or shiftmen shall have preference over strangers as regards employment on the coal. For work in high workings miners with New Zealand experience in high workings shall have preference over others.

Any case of alleged injustice in the employment of men on the coal shall be referred to the disputes committee.

Cavilling.

23. (a) All places which the manager desires to be worked by hand-labour at tonnage rates shall be cavilled for every three months.

(b) All places to be cavilled for shall be classified by the manager as ordinary or special places, and shall be distinctly marked before the cavil is drawn.

(c) Two scrutineers appointed by the union shall see that all places are marked.

(d) The manager shall have the absolute right to object to the names of any men included in the general cavil being drawn for special places if he considers it necessary.

(e) Any place not having fourteen days' work in it at the time of the cavil shall have another place cavilled with it.

(f) When any place has to be stopped during the currency of the cavil the men working therein shall, if practicable, be given two clear working-days' notice to clear up the place before removal.

(g) If more than one set of men are out of a place during a cavil they shall ballot for the existing vacant places.

(h) If a pair of miners are absent from work through sickness or other cause the management shall have the right to put the next men in turn in their place if it is necessary to keep the place working for the proper working of the mine.

(i) Any miner put to work in another man's place shall run the token of the man who balloted the place and divide the earnings in proportion to the time worked.

(j) If any working-place is left in bad condition at the end of the cavil the miners cavilled to such place shall report to the manager or underviewer, and they, together with the workmen's Inspector, shall examine the place and value the work required to be done to put the place in reasonable working-order. "Working-order" shall mean as ordinarily worked during the previous quarter. The sum decided upon as the value of such work shall be deducted from the earnings of the men who left the place in bad condition, and paid to the men cavilled to the place.

(k) Miners on the coal shall work not less than six hours bank to bank on the last day of the cavil, except that in double-shift places miners on the front shift shall work full time and miners on the back shift shall work five hours. Truckers and shiftmen shall work full time if required by the management.

Colliers working in minimum-wage places to work six hours on cavilling day and be paid eight hours rate of wages.

If during the term of a cavil miners have to remove their tools from one place to another they shall be paid at miners' shift rates for time lost in removing tools.

Right of Management to use Machines.

24. The management shall have the right to work any part of or the whole of the mine by machines on giving fourteen days' notice to each miner employed in the places where the machines are to be used: Provided that where no machine rate is already included in the agreement an agreement regarding the machine rate is made between the management of the mine and the union.

Right of Management to Contract.

25. The management shall have the right to invite tenders and let contracts for the execution of any work not specifically provided for in this agreement, and, notwithstanding that trucking is herein provided for, contracts may be let for trucking.

Stone-dusting.

26. Men engaged in stone-dusting shall work seven hours bank to bank. While actually employed on stone-dusting, men shall be paid 24s. 10d. per shift of seven hours, to be worked day shift, back shift, or night shift, as the management may require.

Mis-shots.

27. In every case of a mis-shot the miners shall be paid a fixed sum of 5s. as compensation for disabilities arising from the mis-shot.

Rates of Wages.

28. The minimum daily rates of wages shall be:—

(A) For underground workers—		Per Day.	
(1) Truckers and horse-drivers—		s.	d.
Over nineteen years of age	..	21	2
Eighteen to nineteen years of age	..	18	2
Seventeen to eighteen years of age	..	16	6
Sixteen to seventeen years of age	..	14	1
Under sixteen years of age	..	12	2
Jiggers .. .. .	..	21	2
(2) Shiftmen—			
(a) First-class shiftmen	.. ..	22	5
(b) Second-class shiftmen	.. ..	21	2

A "first-class shiftman" shall mean one who is capable of doing timbering or other responsible work to the satisfaction of the manager.

When miners are selected by the management for special work in connection with stone drives or driving through loose ground they shall be paid 27s. per shift, but this rate shall be paid only to two men on any one shift in any one place. Other men employed with these two men shall be paid the shiftmen's rates.

When shiftmen are substantially employed in mining and/or filling coal they shall be paid miners' wage rates, but any coal it is necessary to mine or fill in the course of their ordinary shiftmen's work shall not incur the extra payment.

		Per Day.	
		s.	d.
(3) Rope-road workers underground—			
Under fifteen years of age	..	7	11
Fifteen to sixteen years of age	..	10	5
Sixteen to seventeen years of age	..	12	2
Seventeen to eighteen years of age	..	14	6
Eighteen to nineteen years of age	..	16	9
Over nineteen years of age	..	20	6
(4) Colliers hewing coal on day wages,			
23s. 7d. per day. Colliers taken from			
the face for any other work, 23s. 7d.			
for the first three days, and first-class			
shiftmen's wages thereafter.			

(B) For surface workers—

(1) Screen-workers—

Under fifteen years of age	..	6	10
Fifteen to sixteen years of age	..	7	10
Sixteen to seventeen years of age	..	9	10
Seventeen to eighteen years of age	..	11	8
Eighteen to nineteen years of age	..	14	4
Over nineteen years of age	..	18	10

(2) Rope-road workers and other outside workers not elsewhere specified—

Under fifteen years of age	..	7	4
Fifteen to sixteen years of age	..	9	10
Sixteen to seventeen years of age	..	11	8
Seventeen to eighteen years of age	..	14	0
Eighteen to nineteen years of age	..	16	3
Over nineteen years of age	..	20	0

Where labourers are required to work underground, 1s. per day extra above ordinary labourers' rates shall be paid.

Men loading coal at Rewanui on Saturdays to be paid not less than six hours.

Assistant rope-splicer	..	21	1
Lamp attendants	..	23	11

In cases in which outside workers cannot avoid becoming wet in the performance of their duties they shall either be provided with oilskins or paid an allowance of 3d. per day to enable them to provide their own.

Rope-splicers shall be paid 1s. 6d. per day extra for splicing new ropes over 2½ in. in circumference.

			Per Day.	
			s.	d.
(3)	(a)	First-class carpenters	24	7
		Second-class carpenters	23	1
		Horse-shoers and tool-sharpeners ..	24	7
		Blacksmiths, second and third fires	24	7
		Tub-repairers	22	7
	(b)	Boys starting at workshops with object of learning the trade of carpenter or blacksmith, as per engine-drivers' agreement.		

Shiftmen's Tools.

29. (a) The management shall provide free all tools for shiftmen, provided that each man shall be responsible for all tools supplied to him. The management shall sharpen and repair free all miners' tools which in the opinion of the blacksmith warrant such repair, but repairs shall not include any replacements.

(b) Before leaving work the miners are required to put their tools in a safe place, otherwise the management will not be responsible for tools lost through falls.

(c) Shiftmen working on back shift shall not be required to work after 10 p.m. on Friday if they are required to come out for special work on day shift on Saturday, provided this shall not involve any provision by the management of special transport.

Hours of Work.

30. The ordinary working-time at all collieries shall be five days per week, but the management shall have the right to have any necessary development, repair, or maintenance work performed on Saturdays when such work cannot be conveniently carried out on other days and when the work

is of such a character that the employment of additional men to do the work on other days would not be reasonably justified, and such work shall be paid for at ordinary-time rates. Development work does not include the driving of places.

The hours shall be—(a) for underground workers, eight hours bank to bank. On Fridays afternoon shift shall be seven hours bank to bank, except when back Saturdays are being worked, when the afternoon shift on back Friday shall be eight hours bank to bank. On Saturdays the hours shall be seven hours day shift and six hours back shift; (b) for surfacemen, eight hours exclusive of meal-time, except on Saturdays, when the hours shall be seven hours day shift and six hours back shift. Every underground worker shall work full time at the face or other working-place, time allowance for travelling being excepted.

The starting-point for No. 2 mine shall be at the tunnel-entrance.

The time allowed for walking from the mine-mouth to the respective working-faces shall be at the rate of $2\frac{3}{4}$ miles per hour.

When the time taken to travel to the working-faces exceeds thirty-five minutes and up to fifty-five minutes, 3d. per ton above ordinary tonnage rates shall be paid, provided the miners leave their working-faces at a time which will enable them to reach the mine-mouth at the recognized knock-off time based on the allowed walking-speed of $2\frac{3}{4}$ miles per hour.

Knock-off time shall be called by the deputy or the authorized official for each section of the mine, and any worker leaving his work before the notified time shall be subject to instant dismissal: Provided that in cases of necessity permission to leave the mine during working-hours shall be obtained from the manager, deputy, or underviewer.

Men who are required to work during their usual crib-time on an emergency job shall be paid a full hour for the crib-time, but this shall not apply to workers who are given equivalent crib-time either immediately before or immediately after their usual crib-time.

When the mine knocks off early from any other cause than the action of the men, wages men shall be paid to the nearest hour after knocking off.

Overtime.

31. All time worked in excess of the normal shift on any day shall count as overtime, and shall be paid for at the rate of time and a half for the first three hours and double time thereafter.

Holidays.

32. (a) The following shall be Christmas holidays: From the 24th December to 4th January, both days inclusive. Other holidays shall be Good Friday, Easter Saturday, Easter Monday, Anzac Day, Sovereign's Birthday, Labour Day. May Day is substituted for picnic day, which will be held on a Saturday. Men employed at any work regularly done on Sundays shall be paid at the rate of time and a half, and in other cases double time. Men employed on the 25th or 26th days of December or on the 1st or 2nd days of January shall be paid double time; but men employed on the 24th day of December or from the 27th to the 31st December (both days inclusive) or on the 3rd or 4th days of January shall be paid only ordinary hewing or daily-wage rates. All work done on other holidays specified shall be paid for at the rate of double time. Lampmen employed during holidays, as per engine-drivers' agreement.

(b) Ten days' holiday at his ordinary daily rate of wages shall be granted to every worker under this agreement on completion of each year of service with the same employer. The holidays shall be taken between the 24th December and the 4th January (both days inclusive) and shall be paid for on the last pay-day prior to the 24th December.

(c) If in any year the employment of a worker is terminated by either party for any reason before the completion of a year's service, or if the employment has commenced later than the 4th January, such worker shall, after the completion of not less than three months' service, be granted holiday payment in the proportion of one day at his ordinary daily-wage rate for each five weeks' service or fraction of five weeks' service: Provided that any worker whose period of service is terminated by his employer because of trade conditions or because of a mining emergency as defined in the night-shift clause in the district agreements shall be granted holiday payment in the proportion of one day at his ordinary daily-wage rate for each five weeks' service or fraction of five weeks' service after the first five.

(d) Any proportionate holiday payment due to any worker shall be paid immediately on the termination of his employment.

(e) For the purpose of calculating the holidays due to any worker time lost through sickness certified to by a duly qualified medical man shall be counted as time worked up to a total not exceeding twelve weeks in any one year; time lost through an accident which entitled the worker to the benefits of the Workers' Compensation Act shall be counted as time worked up to a total not exceeding twenty-four weeks in any one year; and time lost through attention to union business (of which prior notice has been given to the manager) shall be counted as time worked up to a total of four weeks in any one year.

(f) Time lost by any worker during the year for reasons other than sickness or accident or legitimate union business (of which the management has been advised) shall be deducted from the total time worked in estimating the five-weekly periods at the end of the year.

Payment of Wages.

33. All wages shall be paid fortnightly on Friday.

Men to do any Work required.

34. A workman employed on day wages shall perform any class of work he may be required to do in or about the mine, and if instructed by the manager or his deputy shall remove from one place to another where his services may be required. If he shall be temporarily removed from work for which a higher payment is provided than for the work to which he is removed he shall nevertheless be paid the rate for the work from which he is removed. If the work to which he is removed is paid for at a higher rate than that from which he is removed he shall be paid the rate for the work to which he is removed. On resuming his usual work he shall revert to the rate of wages provided for that work: Provided that in any case in which the temporary removal has been for a period exceeding two but not exceeding three pay fortnights the workman shall be entitled to one week's notice before reverting to his lower rate of pay, and in any case in which the temporary removal has been for a period exceeding three pay fortnights he shall be entitled to two weeks' notice before reverting to the lower rate.

Preference.

35. (a) If any employer shall hereafter engage any worker who shall not be a member of the union, and who shall not become a member thereof within seven days after his engagement and remain such member, the employer shall dismiss such worker from his service if requested to do so by the union, provided there is then a member of the union equally qualified to perform the particular work required to be done and ready and willing to undertake same.

(b) This clause shall not apply to officials of the Department, including deputies, underviewers, pumpmen, engine-drivers, fan attendants, firemen, banksmen, and railway hands.

Absence from Work.

36. Any employee absenting himself from work without first having obtained the permission of the mine-manager shall be deemed to have left his employment without notice. This shall not apply in cases of sickness or accident. If any man is absent from work for any cause the manager shall have the right to put another man in his place for the period of his absence. If any employee is off work through sickness, the mine-manager shall be notified as early as possible.

Notice of Dismissal or Retirement.

37. When the services of any workman are to be dispensed with for any reason other than some fault of his own he shall be entitled to a fortnight's notice before dismissal, and any worker desiring to leave his employment shall be required to give a fortnight's notice of his intention to do so. In the event of any workman committing a breach of the Coal-mines Act or of any of the general or special rules or the regulations thereunder, or refusing or neglecting to carry out the instructions of the management, or if any worker misconducts himself or either openly or secretly incites, instigates, assists, or endeavours to influence other workers to disregard the provisions of any clause herein, such worker shall be liable to instant dismissal.

Fatal Accidents.

38. In the event of any fatal accident occurring in or about the mine it shall be lawful for the workmen to cease work for the remainder of the day upon which the said

accident occurs: Provided that it shall be lawful for all the Department's workmen to cease work for one full day for the purpose of attending the funeral, but not further or otherwise.

Injured Workers.

39. In the case of any accident occurring in the mine and the men or man injured thereby having to be carried out, the deputy shall select men required as stretcher-bearers, and these men shall be paid for the time lost. If the stretcher-bearers are pieceworkers, they will not be required to go back into the mine after crib-time.

Under-rate Workers.

40. If any worker is for any cause unable to earn the minimum wage provided herein for any class of work for which he may desire to be employed, such worker may be employed at such lesser wage as may be agreed upon in writing between the union and the manager of the mine. The term "worker" shall mean either a man or youth, as may be applicable.

Stop-work Meetings.

41. No stop-work meeting shall be held at the mine without the permission of the manager. If such meeting be held in contravention of this instruction employees absenting themselves from work for such meeting shall be liable to dismissal without notice.

Broken Time.

42. So far as is practicable the manager shall avoid calling miners, truckers, or other labourers out for work for less than six hours. This provision is not to affect the arrangements which may be made with men and boys brought out for half-shifts to empty or run coal to compressor or other necessary work.

House Coal.

43. Workmen who are householders shall have the right to purchase coal for their own domestic use only from the State coal-mines at 3s. per ton.

Disputes Committee.

44. (a) If any dispute shall arise at any time concerning any matter not specifically provided for it shall be first referred to the disputes committee at the mine, which committee shall consist of two representatives of the management and two representatives of the workmen, who shall be employed at the mine.

(b) Failing a settlement being arrived at by the local committee, the matter in dispute shall be referred by the local committee to a central committee consisting of three representatives of the West Coast District Council of Miners' Union and three representatives of the Minister of Mines.

(c) Failing an agreement being reached by this central committee, the members thereof shall appoint a chairman, who shall have a vote, and a majority decision of the committee so constituted shall be final and binding.

(d) Pending a settlement of any dispute, work shall continue in all respects as before the dispute arose.

(e) The chairman of a disputes committee as appointed under clause (c) hereof shall be paid a fee of two guineas for each day or part of a day he is engaged upon the work of the committee, together with actual travelling-expenses incurred by him. In each case this payment shall be made in equal proportions by the West Coast District Miners' Council and the Mines Department.

This agreement shall come into force on the 1st day of June, 1940, and shall continue in operation until the 31st day of May, 1942.

The seal of the Point Elizabeth and Liverpool State Collieries Employees' Industrial Union of Workers was hereunto affixed this 12th day of September, 1941, in the presence of—

[L.S.]

GEO. ED. ENGLISH, President.

J. GUY, Secretary.

Witness to signatures—W. S. Coumbe, Chief Clerk, State Coal-mines.

P. C. WEBB.

Signed by the Honourable the Minister of Mines this: 24th day of September, 1941, in the presence of—T. Callinan, Civil Servant, Wellington.

NOTE.—This agreement, made under the Labour Disputes Investigation Act, 1913, was filed with the Clerk of Awards, Wellington, pursuant to section 8 (1) of the said Act, on the 29th day of September, 1941.

**JAMES STATE COAL-MINE EMPLOYEES.—AGREEMENT UNDER
THE LABOUR DISPUTES INVESTIGATION ACT, 1913.**

THIS agreement, made this 1st day of June, 1940 (one thousand nine hundred and forty), between the Point Elizabeth and Liverpool State Collieries Employees' Industrial Union of Workers (hereinafter called "the union"), of the one part, and the Hon. the Minister of Mines (hereinafter called "the employer"), of the other part, whereby it is mutually agreed by and between the parties hereto as follows, that is to say:—

(1) That the terms, conditions, stipulations, and provisions contained and set out in the schedule hereto shall be binding upon the said parties, and they shall be deemed to be and are hereby incorporated in and declared to form part of this agreement.

(2) The said parties hereto shall respectively do, observe, and perform every matter and thing by this agreement and by the said terms, conditions, stipulations, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this agreement or of the said terms, conditions, stipulations, and provisions, but shall in all respects abide by and perform the same.

—
SCHEDULE.

WORKING-CONDITIONS FOR THE JAMES STATE COLLIERY, JUNE, 1940.

All piece-rates are to be increased by 5 per cent., and it is understood the method of applying the increase will be to take the total piece-rate earnings of each worker under the agreement and then add 5 per cent.

NOTE.—Any shift-work done by a piece-rate worker will be paid for at the amended shift-work rates and shown separately.

Tonnage Rates.

1. When miners are engaged in mining coal by hand-labour they shall be paid the following rates per ton, it being understood that all coal shall be filled free from stone and other impurities:—

(a) Hewing coal in solid workings—		Rate per Ton.	
Thickness of Seam.		s.	d.
3 ft. to 3 ft. 6 in. . .	..	.. 6	4½
Over 3 ft. 6 in. to 4 ft. . .	..	.. 5	8½
Over 4 ft. to 4 ft. 6 in. . .	..	.. 4	9½
Over 4 ft. 6 in. to 5 ft. . .	..	.. 4	3½
Over 5 ft. . .	..	.. 4	0½

Places in which the coal is less than 3 ft. thick shall be classed as deficient places.

(b) Hewing coal in pillar workings—

Thickness of Seam.	Rate per Ton.	
	s.	d.
3 ft. to 3 ft. 6in.	5	8½
Over 3 ft. 6 in. to 4 ft. ..	5	0
Over 4 ft. to 5 ft. 6 in. ..	4	0½
Over 5 ft. 6 in. to 6 ft. 6 in...	3	10
Over 6 ft. 6 in.	3	7½

Places in which the coal is less than 3 ft. thick shall be classed as deficient places.

When the management takes miners' coal (that has been shot down) for ballast or any other purpose the miners shall be paid for the coal taken at the appropriate tonnage rates.

(c) All coal must be side-cut or holed in accordance with the provisions of the Coal-mines Act and Regulations. The holing shall be done in the dirt-band under the seam, or in a soft band in the seam, or in exceptional circumstances in the coal itself, whichever the manager deems advisable. Holing-dirt to be thrown back before blasting so that the coal may be filled clean. If the holing-dirt exceeds 3 in. in thickness the miners shall be paid ½d. per ton per inch for each inch over 3 in. and up to 12 in. and ¼d. per ton per inch over 12 in., such payment being compensation for throwing back and stowing the holing-dirt and keeping the coal clean. If required to fill the holing-dirt into trucks, the miners shall be paid 1s. 0½d. per truck filled level-full, and when required to cut one side of the working-place in addition to holing the miners shall be paid 2½d. per ton extra tonnage rates, and for tipping the coal into chutes in steep workings 1½d. per ton extra tonnage shall be paid.

(d) Introduction of Oil Safety-lamps: In the event of oil safety-lamps being introduced into any mine now being worked with naked lights or electric safety-lamps the hewing-rate shall be increased by 4½d. per ton. The Department shall provide safety-lamps in accordance with the provisions of the Coal-mines Act, and each pair of miners shall be provided with these lamps: Provided that as soon as electric safety-lamps of one candle-power or over are provided by the Department the increased hewing-rate shall be decreased by 4½d. per ton.

Yardage Rates.

2. For narrow work in solid workings the following yardage rates shall be paid: Places less than 12 ft. wide, 8s. 4d. per yard; places from 12 ft. to 16 ft., 4s. 2d. per yard. Inclines used for jiggling coal in solid workings shall be driven narrow. In dip headings where the grade is 1 in 8 or steeper the yardage rates shall be increased by 20 per cent. Wet dip headings shall be specially arranged for between the management and the union executive. Dip headings in which wet time is worked shall not come under this clause unless where pumping or baling is required to remove the water.

Breaking away Bords.

3. Where bords or first split through a pillar are broken away narrow, narrow-work rates shall be paid for the first 4 yards; 3 yards shall be driven narrow before commencing to widen out. Bords shall be 18 ft. wide, but the management shall have the right to reduce the width to not less than 16 ft. in cases where the roof is bad.

Splits through Pillars.

4. When the first, second, or third split through a pillar is driven more than 12 ft. wide, solid tonnage rates shall be paid. When the first split through a pillar is driven not more than 12 ft. wide solid tonnage rates and yardage rates shall be paid. For the second and third splits through a pillar under 12 ft. wide solid tonnage rates and 5s. 6½d. per yard shall be paid. Any split after the third over 12 ft. wide, pillar-tonnage rates shall be paid. Any split after the third under 12 ft. wide, pillar-tonnage rates plus 5s. 6½d. per yard shall be paid. In cases where a second or third split exceeds 22 yards in length it shall be paid for as if it were a first split. Where the manager requires it to be done, coal shall be left on the goaf side up to 6 ft. thick to keep back fallen stone, but such a place shall not be deemed to be a split.

Double-shift and Back-shift Places.

5. (a) If the manager requires at any time other than the general cavit to double shift any place, he shall give the man or men in that place two clear working-days' notice to choose their own mates, and in the meantime the next man or men in turn to go on the coal shall work the place if required. If a selection is not made and communicated to the manager within two clear working-days after such notice has been received the manager shall have the right to make his own selection.

A "double shift" shall mean when one man succeeds another or one pair of men succeeds another pair in the same working-face.

If any member of a double-shift party absents himself from work without providing a substitute approved of by the manager, the management shall have the right to appoint a substitute during his absence.

Should the man or men employed on the back-shift in a double-shift place be absent from work for any cause, and the place is in consequence worked as a day-shift place only, the management may give one fortnight's notice of its intention to reduce the rate paid in such place to the single-shift rate, and the single-shift rate shall apply after the expiration of such notice until such time as the place is again worked as a double-shift place.

(b) Twopence per ton in addition to the ordinary hewing-rate shall be paid to men employed in double-shift places, and also to men having to work on the back-shift in single-shift places. Men who earn yardage in double-shift places or in single-shift back-shift places shall be paid 1s. 6d. per yard more than they would receive for similar work in single day-shift places. Day-wage men employed on the back shift shall receive 6d. per shift more than the day-shift rate.

Night Shift (Dog Watch).

6. (a) Not more than six pairs of miners shall be employed on the third shift, and then only for development work, except in cases of emergency, when the management shall have the undisputed right to work the number of places required to cope with such emergency.

A case of emergency shall be any circumstances or conditions which may impede or interfere with the working operation of the mine or any section of the mine.

Miners shall not be regularly employed on the night-shift unless day shift and back shift are already being worked in the same working-places, unless by special arrangement between the management and the union executive.

Men employed in development work shall not be regarded as being regularly employed when on that shift.

(b) Threepence per ton in addition to the ordinary hewing-rates shall be paid to men employed in night-shift places. Men who earn yardage in night-shift places shall be paid 2s. 6d. per yard more than they would receive for similar work in single-shift places. Day-wage men employed on night-shift shall be paid 1s. per shift more than the day-shift rate.

(c) Men continuously employed on dog watch shall be paid 1s. 6d. per shift more than the day-shift rate.

By "continuous employment" is meant a period longer than one fortnight.

Coal left on Goaf-side of Lift.

7. If the miners are ordered to keep a rib of coal on the goaf-side of their lift for the sole purpose of keeping back goaf stone, pillar-tonnage rates shall be paid. On no account shall yardage rates be paid in these cases. When the management deems it safe to widen the place out again the miner shall do so.

Bottom Coal.

8. For taking up bottom coal in bords the full width the following rates shall be paid: For any thickness over 3 ft. 6 in., 2s. 9½d. per ton; 3 ft. 6 in. to 2 ft. 6 in., 3s. 2½d. per ton; below 2 ft. 6 in. shall be a deficient place.

In narrow places the following yardage rates shall be paid: From 9 ft. to 12 ft., 1s. 4½d. per yard; from 6 ft. to 9 ft., 2s. 9½d. per yard. In back-shift or double-shift places 9d. per yard extra shall be paid.

When miners have to remove the original timber and set new timber in taking up bottoms they shall be paid 1s. 4½d. per prop for props over 12 ft. long.

Top Coal.

9. For taking down top coal the rates shall be: For any thickness over 3 ft. 6 in., 2s. 9½d. per ton; from 3 ft. 6 in. to 2 ft. 6 in., 3s. 2½d. per ton; below 2 ft. 6 in. to be a deficient place.

Fallen Coal.

10. For filling fallen coal the rate shall be 2s. 9½d. per ton.

Side Coal.

11. For taking off side coal for any purpose miners shall be paid solid tonnage rates plus half-yardage for any width up to 6 ft.: Provided that this shall not apply to bringing back side coal in bords or pillars.

Where men are required to advance with side coal along the edge of a bord for the purpose of making a new roadway solid tonnage rates plus half-yardage shall be paid for any width up to 6 ft., solid tonnage rates shall be paid for any width over 6 ft. and up to 10 ft., and pillar rates shall be paid for any width over 10 ft.: Provided that where men are

required to drive over 10 ft. wide they shall be allowed to drive up to 12 ft. wide: Provided, further, that this decision shall not apply to ordinary lifts in pillars.

The provisions of clause 5 (b) hereof shall not apply to side coal, but in double-shift or back-shift places 2d. per ton extra shall be paid and 9d. per yard extra over day-shift yardage rates.

In places where a strip of coal is taken off a pillar for other purpose than the extraction of that pillar solid tonnage rates shall be paid.

Trucking by Miners.

12. (a) All trucking shall be done by the Department except as herein provided. The tip-up or points shall be as close to the face as possible, and in no case farther away than 30 ft. The miners shall truck both ways from the tip-up or points and shall place the empty on the rails. In cases where the truck is too heavy to be handled at the tip-up by one man the miner shall assist the trucker to tip-up, and the trucker shall assist the miner to replace the truck on the rails.

(b) Miners shall run the face jig, and shall be paid for so doing at the following rates:—

	Per Ton.
	d.
Up to 44 yards	1½
From 44 yards to 66 yards	3
From 66 yards to 88 yards	4½
From 88 yards to 110 yards	6
Over 110 yards	7½

(c) In isolated and/or inconvenient places—that is, where not more than one pair of men are trucking to the same flat-sheet—miners shall do their own trucking and run the jig below. For trucking they shall be paid the following rates: Up to 32 yards, 2 hours per shift; from 32 yards to 44 yards, 3 hours; and thereafter, one hour per shift per chain or portion of a chain; and for running the jig below, 1½d. per ton per chain or portion of a chain. When only one hewer is employed at the working-face only half the above hourly rates shall be paid. This clause shall be applicable where necessary to the top pair of men in a bank or heading.

(d) When a miner is required to leave his working-face to assist the trucker he shall be paid for any distance beyond the tip-up which shall not be more than 30 ft. from the face: Up to 32 yards, 2 hours per shift; from 32 yards to 44 yards, 3 hours per shift; and thereafter 1 hour per shift per chain or portion of a chain. When two miners are required to assist the trucker the above payment shall be made to each man.

Laying Rails.

13. All rails shall be laid by the Department. Short rails shall be provided by the Department for each place. Sleepers shall not be more than 3 ft. apart. It shall be permissible for miners to lay the short face set if they desire to do so.

Stone Scale.

14. In any place where the height of coal is not more than 5 ft. and stone exists in the coal or on top of the coal which cannot be kept up and which has to be picked out of the loose coal, an allowance on account of the stone shall be paid as under: For stone up to but not more than 3 in. thick, 1½d. per ton; for every additional inch in thickness above 3 in., ¾d. per ton per inch. In places where the height of coal exceeds 5 ft. but does not exceed 10 ft. the allowance shall be for stone up to 2 ft. thick, ¾d. per ton per inch.

All places in which the stone in or on top of the coal is 2 ft. thick or over and cannot be kept up shall be deemed to be deficient places.

Payment on account of stone is made as a remuneration for picking it out of the coal. Places shall be measured 1 ft. from each rib and in the centre, and the thickness of stone shall be deducted from the measurement of the coal. Any difficulty which may arise out of this clause shall be settled between the management and the workmen's inspectors. Where a coal roof is made to keep up stone on coal over 6 ft. and up to 8 ft. in height the miner shall be paid 2½d. per ton in lieu of stone scale.

For brass or other impurities to be picked from the coal and stacked in the working-place or filled away, as may be required by the management, the miner shall be paid at the rate of 2s. 1d. per truck in places under 5 ft. high and 1s. 8½d. per truck in coal 5 ft. and over, each truck to contain not less than 12 cwt. Such material as referred to in this clause shall, when left in the working-places, be so stacked as to allow of the quantity being ascertained by measurement. The management shall ascertain the quantity of any such material as provided for in this clause at least twice weekly.

Timbering.

15. Miners shall securely timber their working-places and shall maintain all timber for a distance of 12 ft. back from the face, except in cases in which timber is broken by pressure of roof or sides, in which case renewals shall be paid for.

Miners shall set props at any height up to 12 ft., 6d. each; and over 12 ft., 1s. Other timber shall be paid for at the following rates:—

Ordinary sets up to 8 in. in diameter at the centre—

			Per Set.
			s. d.
Up to 9 ft. high	..	..	4 2
Over 9 ft. and up to 10 ft.	..	..	4 7½
Over 10 ft. high	..	..	5 1

Special sets over 8 in. in diameter at the centre—

			Per Set.
			s. d.
Up to 9 ft. high	..	..	5 0
Over 9 ft. and up to 10 ft.	..	..	5 3½
Over 10 ft. high	..	..	5 9½
Blinded sets (extra)	..	..	2 10
Sets close-lathed, skin to skin	..	..	1 5

The average length of the legs shall be taken as the height of the set.

For renewing timber in roadways props shall be paid for at—Up to 9 ft., 8½d. each; over 9 ft. long and up to 12 ft. long, 11d. each; over 12 ft. long, 1s. 5d. each; jig props, 2s. 1d. each.

Props over 9 in. in diameter in the centre or split props of equivalent area, shall be paid for at—Up to 9 ft., 1s. 0½d. each; over 9 ft. long and up to 12 ft. long, 1s. 4½d. each; over 12 ft. long, 2s. 1½d. each.

When miners are required to build chocks with 5 ft. lengths of timber they shall be paid 1s. 4½d. per foot of height when filled solid inside, and 1s. 0½d. per foot unfilled.

In places where the gradient exceeds 1 in 3 the question of an extra timbering-allowance shall be decided between the management and the workmen.

Drawing Timber: For withdrawing timber in working-faces miners shall be paid at the following rates for sound timber: Each set, 3s.; each prop, 6d.; chocks, 1s. 0½d. per foot.

Wet Places.

16. (a) Men in wet places as hereinafter defined shall work six hours bank to bank, and each piece-rate worker shall be paid for two hours at 2s. 10d. per hour. A "wet place" shall mean a place in which a workman cannot avoid his clothes becoming saturated with water within three hours of his commencing work or where he has to work in more than

3 in. of water on the floor: Provided that in places where two or more men are employed any man who can work dry shall not be entitled to any extra payment. Provided, further, no workman shall be entitled to extra payment under this clause who does not report the wet condition of his place to the official in charge of the district within three hours of commencing work. Truckers and shiftmen in wet places shall work full time, and shall be paid three hours extra at their daily-wage rate. Contract truckers shall be paid the same allowance as wage-truckers if they work full time.

(b) Water shall, as far as possible, be removed from working-places by the management, and if the water is not out by the time the miners start work they shall remove it and be paid for so doing at shift rates.

(c) Where in any mine men can be protected from water in wet places by any means mutually approved by the management and the workmen's Inspectors, then such means of protection shall be adopted.

Regulation of Boxes.

17. (a) The turn of boxes throughout the mine shall be as evenly distributed as possible.

(b) Payment for Waiting-time: In cases in which miners are kept waiting in the mine for any time in excess of two hours because of a breakdown of plant or machinery other than a fan stoppage they shall be paid waiting-time as from the end of the first hour. Crib-time shall not be included in waiting time.

(c) When miners are kept standing by on account of a stoppage of the fan they shall be paid for the actual time lost.

Prices of Explosives and Tools.

18. Explosives and, where they are supplied, tools and other necessary stores shall be sold to miners by the Department at current cost prices. The union shall be entitled to appoint two representatives to confer with the representatives of the Department on the question of prices of explosives and other stores. All invoices for explosives and other stores shall be available for inspection by this committee—current cost prices to include all reasonable handling charges.

Minimum Wage for Miners.

19. (a) A miner working on tonnage rates who shall be unable through no fault of his own to earn an average of 22s. 5d. for any weekly period shall be paid an amount

sufficient to make up his earnings to an average of 22s. 5d. per shift for the number of shifts worked by him during such period. This clause shall not apply to the first week of the cavit period, except in places which immediately prior to the cavit had been minimum-wage places.

(b) Men who cavit together and are subsequently either required or permitted by the management to work separate places shall have their earnings calculated separately in respect of each place for the purpose of computing the minimum wage.

(c) Men in double-shift or three-shift places shall share earnings equally according to time worked. Each case of failure of the men in a double-shift or three-shift place to earn the minimum wage shall be considered on its merits.

(d) Men who earn the minimum wage on the back shift shall be paid 6d. per shift more than the day-shift minimum wage-rate, and men who earn the minimum wage on the night shift shall be paid 9d. per shift more than the day-shift minimum wage-rate.

Check-weigh Fund.

20. The manager shall deduct contributions to the Check-weigh Fund from the wages of each miner if authorized to do so under the provisions of the Wages Protection and Contractors' Liens Act, 1908. Miners in the State coal-mines' employ who have been legally elected by ballot as check-weighmen and who, having served a term or terms, are legally deprived of the position of check-weighmen shall be eligible for any vacancy or vacancies which may occur in the mine and which they are competent to fill.

In the event of there being no vacancies the question as to placing of the ex-check-weighmen to be decided between the union and the management.

Unclaimed Boxes.

21. The number of unclaimed boxes which shall be placed to the credit of the Check-weigh Fund by the Department shall bear the same proportion to the total number of unclaimed boxes that the contract workers' coal bears to the total output of the mine.

Truckers going on Coal.

22. Shiftmen or truckers over twenty years of age who have been in the employ of the mine for a period of two years as such shall, according to the length of their employment, have the first right to any vacancy occurring on the coal: Provided that this right shall not be exercised by more

than two truckers in any quarter in any mine in which more than twenty-five pairs of miners are employed, or one trucker in any mine in which a less number of miners are employed: Provided also that any trucker or shiftman shall have an experienced miner working with him for twelve months.

Experienced miners working in the mine as truckers or shiftmen shall have preference over strangers as regards employment on the coal. For work in high workings miners with New Zealand experience of high workings shall have preference over others.

Any case of alleged injustice in the employment of men on the coal shall be referred to the disputes committee.

Cavilling.

23. (a) All places which the manager desires to be worked by hand-labour at tonnage rates shall be cavilled for every three months.

(b) All places to be cavilled for shall be classified by the manager as ordinary or special places, and shall be distinctly marked before the caviil is drawn.

(c) Two scrutineers appointed by the union shall see that all places are marked.

(d) The manager shall have the absolute right to object to the names of any men included in the general caviil being drawn for special places if he considers it necessary.

(e) Any place not having fourteen days' work in it at the time of the caviil shall have another place cavilled with it.

(f) When any place has to be stopped during the currency of the caviil the men working therein shall, if practicable, be given two clear working-days' notice to clear up the place before removal.

(g) If more than one set of men are out of a place during a caviil they shall ballot for the existing vacant places.

(h) If a pair of miners are absent from work through sickness or other cause the management shall have the right to put the next men in turn in their place if it is necessary to keep the place working for the proper working of the mine.

(i) Any miner put to work in another man's place shall run the token of the man who balloted the place and divide the earnings in proportion to the time worked.

(j) If any working-place is left in bad condition at the end of the caviil the miners cavilled to such place shall report to the manager or underviewer, and they, together with the workmen's Inspector, shall examine the place and value the work required to be done to put the place in reasonable working-order. "Working-order" shall mean as ordinarily

worked during the previous quarter. The sum decided upon as the value of such work shall be deducted from the earnings of the men who left the place in bad condition, and paid to the men cavilled to the place.

(k) Miners on the coal shall work not less than six hours bank to bank on the last day of the cavil, except that in double-shift places miners on the front shift shall work full time and miners on the back shift shall work five hours. Truckers and shiftmen shall work full time if required by the management.

Colliers working in minimum-wage places to work six hours on cavilling day and be paid eight hours rate of wages.

If during the term of a cavil miners have to remove their tools from one place to another they shall be paid at miners' shift rates for time lost in removing tools.

Right of Management to use Machines.

24. The management shall have the right to work any part of or the whole of the mine by machines on giving fourteen days' notice to each miner employed in the places where the machines are to be used: Provided that where no machine rate is already included in the agreement an agreement regarding the machine rate is made between the management of the mine and the union.

Right of Management to Contract.

25. The management shall have the right to invite tenders and let contracts for the execution of any work not specifically provided for in this agreement, and, notwithstanding that trucking is herein provided for, contracts may be let for trucking.

Stone-dusting.

26. Men engaged in stone-dusting shall work seven hours bank to bank. While actually employed on stone-dusting, men shall be paid 24s. 10d. per shift of seven hours, to be worked day shift, back shift, or night shift, as the management may require.

Mis-shots.

27. In every case of a mis-shot the miners shall be paid a fixed sum of 5s. as compensation for disabilities arising from the mis-shot.

Rates of Wages.

28. The minimum daily rates of wages shall be:—

(A) For underground workers—		Per Day.	
(1) Truckers and horse-drivers—		s.	d.
Over nineteen years of age	..	21	6
Eighteen to nineteen years of age	..	18	7
Seventeen to eighteen years of age	..	16	10
Sixteen to seventeen years of age	..	14	5
Under sixteen years of age	..	12	6
Jiggers	.. ..	21	6
(2) Shiftmen—			
(a) First-class shiftmen	.. ..	22	5
(b) Second-class shiftmen	.. ..	21	6
A "first-class shiftman" shall mean one who is capable of doing timbering or other responsible work to the satisfaction of the manager.			
When miners are selected by the management for special work in connection with stone drives or driving through loose ground they shall be paid 27s. per shift, but this rate shall be paid only to two men on any one shift in any one place. Other men employed with these two men shall be paid the shiftmen's rates.			
When shiftmen are substantially employed in mining and/or filling coal they shall be paid miners' wage rates, but any coal it is necessary to mine or fill in the course of their ordinary shiftmen's work shall not incur the extra payment.			
(3) Rope-road workers underground—			
Under fifteen years of age	.. ..	8	3
Fifteen to sixteen years of age	.. ..	10	9
Sixteen to seventeen years of age	.. ..	12	6
Seventeen to eighteen years of age	.. ..	14	10
Eighteen to nineteen years of age	.. ..	17	1
Over nineteen years of age	.. ..	20	10
(4) Colliers hewing coal on day wages, 23s. 7d. per day. Colliers taken from the face for any other work, 23s. 7d. for the first three days and first-class shiftmen's wages thereafter.			

(B) For surface workers—

(1) Screen-workers—

Per Day.
s. d.

Under fifteen years of age ..	6	10
Fifteen to sixteen years of age ..	7	10
Sixteen to seventeen years of age ..	9	10
Seventeen to eighteen years of age ..	11	8
Eighteen to nineteen years of age ..	14	4
Over nineteen years of age ..	18	10

(2) Rope-road workers and other outside workers not elsewhere specified—

Under fifteen years of age ..	7	4
Fifteen to sixteen years of age ..	9	10
Sixteen to seventeen years of age ..	11	8
Seventeen to eighteen years of age ..	14	0
Eighteen to nineteen years of age ..	16	3
Over nineteen years of age ..	20	0

Where labourers are required to work underground, 1s. per day extra above ordinary labourers' rates shall be paid.

Assistant rope-splicer	21	1
Lamp attendants	23	11

In cases in which outside workers cannot avoid becoming wet in the performance of their duties they shall either be provided with oilskins or paid an allowance of 3d. per day to enable them to provide their own.

Rope-splicers shall be paid 1s. 6d. per day extra for splicing new ropes over 2½ in. in circumference.

(3) (a) First-class carpenters	24	7
Second-class carpenters	23	1
Horse-shoers and tool-sharpeners ..	24	7
Blacksmiths, second and third fires..	24	7
Tub-repairers	22	7

(b) Boys starting at workshops with object of learning the trade of carpenter or blacksmith, as per engine-drivers' agreement.

Shiftmen's Tools.

29. (a) The management shall provide all tools free for shiftmen, provided that each man shall be responsible for all tools supplied to him. The management shall sharpen and repair free all miners' tools which in the opinion of the blacksmith warrant such repair, but repairs shall not include any replacements.

(b) Before leaving work the miners are required to put their tools in a safe place, otherwise the management will not be responsible for tools lost through falls.

(c) Shiftmen working on back shift shall not be required to work after 10 p.m. on Friday if they are required to come out for special work on day shift on Saturday, provided this shall not involve any provision by the management of special transport.

Hours of Work.

30. The ordinary working-time at all collieries shall be five days per week, but the management shall have the right to have any necessary development, repair, or maintenance work performed on Saturdays when such work cannot be conveniently carried out on other days and when the work is of such a character that the employment of additional men to do the work on other days would not be reasonably justified, and such work shall be paid for at ordinary-time rates. Development work does not include the driving of places.

The hours shall be—(a) for underground workers, eight hours bank to bank. On Fridays afternoon shift shall be seven hours bank to bank, except when back Saturdays are being worked, when the afternoon shift on back Friday shall be eight hours bank to bank. On Saturdays the hours shall be seven hours day shift and six hours back shift; (b) for surfacemen, eight hours exclusive of meal-time, except on Saturdays, when the hours shall be seven hours day shift and six hours back shift. Every underground worker shall work full time at the face or other working-place, time allowance for travelling being excepted.

The starting-point for James Mine shall be at the entrance of the main haulage tunnel until same is altered by arrangement between the management and the union.

The time allowed for walking from the mine mouth to the respective working-faces shall be at the rate of 2½ miles per hour.

When the time taken to travel to the working-faces exceeds thirty-five minutes and up to fifty-five minutes, 3d. per ton

above ordinary tonnage rates shall be paid, provided the miners leave their working-faces at a time which will enable them to reach the mine-mouth at the recognized knock-off time based on the allowed walking-speed of $2\frac{1}{2}$ miles per hour.

Knock-off time shall be called by the deputy or the authorized official for each section of the mine, and any worker leaving his work before the notified time shall be subject to instant dismissal: Provided that in cases of necessity permission to leave the mine during working-hours shall be obtained from the manager, deputy, or underviewer.

Men who are required to work during their usual crib-time on an emergency job shall be paid a full hour for the crib-time, but this shall not apply to workers who are given equivalent crib-time either immediately before or immediately after their usual crib-time.

When the mine knocks off early from any other cause than the action of the men, wages men shall be paid to the nearest hour after knocking off.

Overtime.

31. All time worked in excess of the normal shift on any day shall count as overtime, and shall be paid for at the rate of time and a half for the first three hours and double time thereafter.

Holidays.

32. (a) The following shall be Christmas holidays: From the 24th December to the 4th January, both days inclusive. Other holidays shall be Good Friday, Easter Saturday, Easter Monday, Anzac Day, Sovereign's Birthday, Labour Day. May Day is substituted for picnic day, which will be held on a Saturday. Men employed at any work regularly done on Sundays shall be paid at the rate of time and a half, and in other cases double time. Men employed on the 25th or 26th days of December or on the 1st or 2nd days of January shall be paid double time, but men employed on the 24th day of December or from the 27th to the 31st December (both days inclusive) or on the 3rd or 4th days of January shall be paid only ordinary hewing or daily-wage rates. All work done on other holidays specified shall be paid for at the rate of double time. Lamp-men employed during holidays, as per engine-drivers' agreement.

(b) Ten days' holiday at his ordinary daily rate of wages shall be granted to every worker under this agreement on completion of each year of service with the same employer.

The holidays shall be taken between the 24th December and the 4th January (both days inclusive) and shall be paid for on the last pay-day prior to the 24th December.

(c) If in any year the employment of a worker is terminated by either party for any reason before the completion of a year's service, or if the employment has commenced later than the 4th January, such worker shall, after the completion of not less than three months' service, be granted holiday payment in the proportion of one day at his ordinary daily-wage rate for each five weeks' service or fraction of five weeks' service: Provided that any worker whose period of service is terminated by his employer because of trade conditions or because of a mining emergency as defined in the night-shift clause in the district agreements shall be granted holiday payment in the proportion of one day at his ordinary daily-wage rate for each five weeks' service or fraction of five weeks' service after the first five.

(d) Any proportionate holiday payment due to any worker shall be paid immediately on the termination of his employment.

(e) For the purpose of calculating the holidays due to any worker time lost through sickness certified to by a duly qualified medical man shall be counted as time worked up to a total not exceeding twelve weeks in any one year; time lost through an accident which entitled the worker to the benefits of the Workers' Compensation Act shall be counted as time worked up to a total not exceeding twenty-four weeks in any one year; and time lost through attention to union business (of which prior notice has been given to the manager) shall be counted as time worked up to a total of four weeks in any one year.

(f) Time lost by any worker during the year for reasons other than sickness or accident or legitimate union business (of which the management has been advised) shall be deducted from the total time worked in estimating the five-weekly periods at the end of the year.

Payment of Wages.

33. All wages shall be paid fortnightly on Friday.

Men to do any Work required.

34. A workman employed on day wages shall perform any class of work he may be required to do in or about the mine, and if instructed by the manager or his deputy shall remove

from one place to another where his services may be required. If he shall be temporarily removed from work for which a higher payment is provided than for the work to which he is removed he shall nevertheless be paid the rate for the work from which he is removed. If the work to which he is removed is paid for at a higher rate than that from which he is removed he shall be paid the rate for the work to which he is removed. On resuming his usual work he shall revert to the rate of wages provided for that work: Provided that in any case in which the temporary removal has been for a period exceeding two but not exceeding three pay fortnights the workman shall be entitled to one week's notice before reverting to his lower rate of pay, and in any case in which the temporary removal has been for a period exceeding three pay fortnights he shall be entitled to two weeks' notice before reverting to the lower rate.

Preference.

35. (a) If any employer shall hereafter engage any worker who shall not be a member of the union, and who shall not become a member thereof within seven days after his engagement and remain such member, the employer shall dismiss such worker from his service if requested to do so by the union, provided there is then a member of the union equally qualified to perform the particular work required to be done and ready and willing to undertake same.

(b) This clause shall not apply to officials of the Department, including deputies, underviewers, pumpmen, engine-drivers, fan attendants, firemen, banksmen, and railway hands.

Absence from Work.

36. Any employee absenting himself from work without first having obtained the permission of the mine-manager shall be deemed to have left his employment without notice. This shall not apply in cases of sickness or accident. If any man is absent from work for any cause the manager shall have the right to put another man in his place for the period of his absence. If any employee is off work through sickness, the mine-manager shall be notified as early as possible.

Notice of Dismissal or Retirement.

37. When the services of any workman are to be dispensed with for any reason other than some fault of his own he shall be entitled to a fortnight's notice before dismissal, and any

worker desiring to leave his employment shall be required to give a fortnight's notice of his intention to do so. In the event of any workman committing a breach of the Coal-mines Act or of any of the general or special rules or the regulations thereunder, or refusing or neglecting to carry out the instructions of the management, or if any worker misconducts himself or either openly or secretly incites, instigates, assists, or endeavours to influence other workers to disregard the provisions of any clause herein, such worker shall be liable to instant dismissal.

Fatal Accidents.

38. In the event of any fatal accident occurring in or about the mine it shall be lawful for the workmen to cease work for the remainder of the day upon which the said accident occurs: Provided that it shall be lawful for all the Department's workmen to cease work for one full day for the purpose of attending the funeral, but not further or otherwise.

Injured Workers.

39. In the case of any accident occurring in the mine and the men or man injured thereby having to be carried out, the deputy shall select the men required as stretcher-bearers, and these men shall be paid for the time lost. If the stretcher-bearers are pieceworkers they will not be required to go back into the mine after crib-time.

Under-rate Workers.

40. If any worker is for any cause unable to earn the minimum wage provided herein for any class of work for which he may desire to be employed, such worker may be employed at such lesser wage as may be agreed upon in writing between the union and the manager of the mine. The term "worker" shall mean either a man or youth, as may be applicable.

Stop-work Meetings.

41. No stop-work meeting shall be held at the mine without the permission of the manager. If such meeting be held in contravention of this instruction employees absenting themselves from work for such meeting shall be liable to dismissal without notice.

Broken Time.

42. So far as is practicable the manager shall avoid calling miners, truckers, or other labourers out for work for less than six hours. This provision is not to affect the arrangements which may be made with men and boys brought out for half-shifts to empty or run coal to compressor or other necessary work.

House Coal.

43. Workmen who are householders shall have the right to purchase coal for their own domestic use only from the State coal-mines at 3s. per ton.

Disputes Committee.

44. (a) If any dispute shall arise at any time concerning any matter not specifically provided for it shall be first referred to the disputes committee at the mine, which committee shall consist of two representatives of the management and two representatives of the workmen who shall be employed at the mine.

(b) Failing a settlement being arrived at by the local committee, the matter in dispute shall be referred by the local committee to a central committee consisting of three representatives of the West Coast District Council of Miners' Union and three representatives of the Minister of Mines.

(c) Failing an agreement being reached by this central committee, the members thereof shall appoint a chairman, who shall have a vote, and a majority decision of the committee so constituted shall be final and binding.

(d) Pending a settlement of any dispute, work shall continue in all respects as before the dispute arose.

(e) The chairman of a disputes committee as appointed under clause (c) hereof shall be paid a fee of two guineas for each day or part of a day he is engaged upon the work of the committee, together with actual travelling-expenses incurred by him. In each case this payment shall be made in equal proportions by the West Coast District Miners' Council and the Mines Department.

This agreement shall come into force on the 1st day of June, 1940, and shall continue in operation until the 31st day of May, 1942.

The seal of the Point Elizabeth and Liverpool State Collieries Employees' Industrial Union of Workers was hereunto affixed this 12th day of September, 1941, in the presence of—

[L.S.]

GEO. ED. ENGLISH, President.
J. GUY, Secretary.

Witness to signatures—W. H. Coumbe, Chief Clerk, State Coal-mines.

P. C. WEBB.

Signed by the Honourable the Minister of Mines this 24th day of September, 1941, in the presence of T. Callinan, Civil Servant, Wellington.

NOTE.—This agreement, made under the Labour Disputes Investigation Act, 1913, was filed with the Clerk of Awards, Wellington, pursuant to section 8 (1) of the said Act, on the 29th day of September, 1941.

**WILSONS' (N.Z.) PORTLAND CEMENT, LTD., CEMENT-
WORKERS.—AWARD.**

In the Court of Arbitration of New Zealand, Northern Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments; and in the matter of an industrial dispute between the Portland Cement-workers' Industrial Union of Workers (hereinafter called "the union") and the undermentioned company (hereinafter called "the employers") :—

Wilson's (N.Z.) Portland Cement, Ltd., Portland.

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the above-mentioned dispute, and having heard the union by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, doth hereby order and award :—

That, as between the union and the members thereof and the employers and each and every of them, the terms, conditions, and provisions set out in the schedule hereto and of this award shall be binding upon the union and upon every member thereof and upon the employers and upon each and every of them, and that the said terms, conditions, and provisions shall be deemed to be and they

are hereby incorporated in and declared to form part of this award; and, further, that the union and every member thereof and the employers and each and every of them shall respectively do, observe, and perform every matter and thing by this award and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this award or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same. And the Court doth hereby further award, order, and declare that any breach of the said terms, conditions, and provisions set out in the schedule hereto shall constitute a breach of this award and that a penalty as by law provided shall be payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect as from the 14th day of September, 1941, and shall continue in force until the 13th day of September, 1942, and thereafter as provided by subsection (1) (d) of section 89 of the Industrial Conciliation and Arbitration Act, 1925.

In witness whereof the seal of the Court of Arbitration hath hereto been affixed, and the Judge of the Court hath hereunto set his hand, this 13th day of September, 1941.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE.

Hours of Work.

1. (a) Except as hereinafter provided, the ordinary hours of work of day workers shall not exceed eight hours on five days of the week—Monday to Friday, both days inclusive—to be worked between the hours of 8 a.m. and 5 p.m.

(b) One hour shall be allowed for dinner. The dinner-hour may be curtailed by mutual agreement between the employers and the union.

(c) The ordinary hours of work of shift-workers shall not exceed five shifts of eight hours each in any one week.

(d) Where shifts are worked, a shift shall not exceed eight hours per day, inclusive of crib-time.

(e) Night and day work shall be divided equally between men on shift, so that each man will be treated alike.

(f) If a day-worker is required to work an afternoon or night shift on repair work he shall be paid a shift allowance of 2s. per shift in addition to his ordinary pay; but if required to work on afternoon or night shift for less than

three consecutive working-days in connection with repair work this provision shall not apply, and overtime rates shall be paid for time worked on any day outside of or in excess of the hours specified in subclause (a) of this clause.

(g) A shift-worker may be temporarily transferred to day-work in order to complete a full week of forty hours, whenever possible, but such work shall be performed without payment of overtime.

Overtime.

2. (a) All work done outside of or in excess of the hours mentioned in clause 1 hereof shall count as overtime, and shall be paid for at the rate of time and a half for the first four hours and double time thereafter.

(b) A worker residing out of Portland not being notified about overtime in time to enable him to arrange for crib shall receive an allowance of 2s. If such a worker is notified that he is to work overtime and brings an extra meal with him and overtime is not worked, such worker shall be paid an allowance of 1s. 6d.

(c) A worker other than a shift-worker who is required to start work between the hours of 12 midnight and 6 a.m. shall be paid double time rates up to the ordinary time of starting work. A worker required to start after 6 a.m. shall be paid time and a half up to the ordinary time of starting work.

(d) A worker having worked all day and night and being required to continue working on into the next day shall be paid double time rates for all such time worked.

(e) A worker required to start work on the wharf after 6 p.m. shall be paid waiting time from 6 p.m. until the time he is required to report for work, such payment to be at his ordinary rate.

Rates of Pay.

3. (a) The following shall be the minimum rates of pay:—

	Per Hour.
	s. d.
(1) General labourers and others not specified ..	2 4½
(2) Locomotive firemen, platelayers, and winchmen	2 4½
(3) Permanent carpenters, electricians, and fitters' labourers	2 4½
(4) Kiln-greasers, hammer and rolls mill men, coal-dump and belt men, motor-men, and flue-dust men	2 4½

				Per Hour.	
				s.	d.
(5)	Crusher-men	..	..	2	4½
(6)	Millers, rock and coal drier firemen, and filter-attendants	..	..	2	6
(7)	Kiln-burners	..	..	2	9½
Packhouse—					
(8)	Other packhouse workers	..	..	2	4½
(9)	Loading cement, &c., into trucks	..	..	2	6
(10)	Bates baggers and cement tunnel workers	..	..	2	7½
Shipping—					
(11)	(a) Loading and discharging boats: Other workers	..	..	2	7½
	(b) Hatchmen, winchmen, and truckmen loading or discharging boats	..	..	2	7½
(12)	Portland Quarry—				
	(a) Other quarry workers	..	..	2	4½
	(b) Drillers' assistants	..	..	2	5
	(c) Drillers	..	..	2	6
	(d) Shot-firers	..	..	2	6
	(e) Benchmen	..	..	2	7½
	(f) Sauerman drag driver	..	..	2	6
	(g) Benchmen, when suspended over face	..	..	2	7½
	(h) Jumper-drill men	..	..	2	9½
(13)	Waro Quarry—				
	(a) Truckers	..	..	2	5
	(b) Quarrymen	..	..	2	6½
	(c) Shot firers and drillers	..	..	2	7½
	(b) A worker engaged in bins, or tanks, or Wilsonite silos, or Sly dust-arrester handling dried or ground coal, lime, cement, raw meal, or clinker, shall be paid not less than 4s. per hour for the first four hours; thereafter double time for bin-work.				
	This shall not apply to the clinker-storage shed.				
	(c) Cleaning or painting or repairing chimney-stacks when suspended on a bosun's chair shall be paid for at 30s. per day.				
	(d) Wire-rope splicing shall be paid for at 3s. per hour.				
	(e) When a shift-worker is employed on the afternoon or night shift he shall be paid 1s. 6d. per shift in addition to his ordinary rate of pay.				

Special Payments.

4. (a) A worker when employed cleaning or repairing mill roofs shall be paid 3d. per hour extra.

(b) A worker when handling large size explosives in the Portland Quarry Magazine and from Magazine to Quarry face shall be paid 2d. per hour in addition to his ordinary rate, and shall be provided with respirators if required.

(c) A worker required to do bricklaying, other than lining rotary kilns, driers, or coolers, shall be paid bricklayers' rates or 3d. per hour in addition to his ordinary rate of pay, whichever may be the greater.

(d) A worker employed lining rotary kilns shall be paid 4½d. per hour extra while so employed.

(e) A worker engaged handling Repello shall be paid 4d. per hour or part of an hour in addition to the rates hereinbefore provided.

(f) A worker engaged feeding a concrete-mixer, or handling, mixing, or spreading wet concrete, shall be paid 1d. extra per hour.

(g) Riggers and gear runners, and workers assisting in the erection of scaffolds, shall be paid whilst so employed 12 ft. or more above the floor not less than 1½d. extra per hour.

(h) A worker engaged inside boilers or inside main flue from kiln chambers to boilers, or inside kiln chambers, shall be paid 4½d. per hour extra.

(i) A worker engaged repairing cooler, kiln, or drier gears shall be paid 3d. per hour in addition to his ordinary pay if in the opinion of the engineer the work is extra hot or dirty.

(j) A worker working in slurry silos shall receive an allowance of 1s. 6d. per day.

(k) A worker employed removing clinker from beneath coolers while a cooler or coolers are running shall receive 4½d. per hour in addition to his ordinary rate of pay. Such worker shall have the right to a change of work after four hours.

(l) A worker employed shovelling inside clinker-storage shed shall receive 4d. per hour extra.

(m) A worker required to work in any compartment or confined space where the heat exceeds 110 degrees Fahrenheit shall be paid double rates, computed on his ordinary rate of pay.

(n) A worker required to work during meal-hours shall be paid double time.

(o) A worker working on the wharf shall be allowed travelling-time to and from the western end of the wharf.

(p) A worker going to work and being sent home by reason of there being no work and through no fault of his own shall receive two hours' pay at ordinary rates unless previously notified by the employer's foreman.

(q) In the event of a worker commencing work and not completing a day's work, through no fault of his own, he shall receive a full day's wages.

(r) A worker ordered out on Saturdays, Sundays, or overtime shall receive not less than two hours' pay.

(s) A worker employed blowing out motors shall receive 3d. per hour in addition to his ordinary rate.

(t) A worker employed trimming to grabs aboard ship shall be paid 6d. per hour extra.

(u) For handling cement in a ship's hold where the air temperature is in excess of 98° Fahrenheit the following extra rates shall be paid:—

From 98 to 110 degrees Fahr., 4d. per hour.

From 111 to 120 degrees Fahr., 5d. per hour.

From 121 to 130 degrees Fahr., 6d. per hour.

From 131 to 140 degrees Fahr., 7d. per hour.

From 141 to 150 degrees Fahr., 8d. per hour.

(v) Two shillings per day, or part thereof, additional shall be paid to men cleaning or clearing blocked sewers or coming in contact with faecal or sewerage matter.

(w) A worker employed in sinking shafts, sumps, pier-holes, or working in trenches over 6 ft. in depth shall be paid the following extra payments:—

Over 6 ft. and up to and inclusive of 12 ft., 1½d. per hour extra.

Over 12 ft. and up to and inclusive of 20 ft., 2½d. per hour extra.

Over 20 ft., the last-mentioned rate plus 1d. per hour additional for every 7 ft. over 20 ft.

(x) No worker shall be entitled to receive payment under more than one of the provisions of this clause at the one time.

General Conditions.

5. (a) No worker shall be permitted to work more than sixteen consecutive hours without a break of eight hours, except in the event of a breakdown of machinery necessitating a stoppage of the works, and boat-loading, when more than sixteen hours may be worked.

(b) Safety ropes shall be supplied to men engaged in cleaning or repairing roofs.

(c) The wharf foreman shall tell each man off to his duty.

(d) Rubber gloves shall be supplied to workers packing cement joints on pipes.

(e) Gum boots shall be supplied to workers in wet places when required.

(f) Every effort shall be made to eliminate or reduce dust in the packhouse.

(g) Respirators, or mutton cloths, and goggles shall be supplied to workers working in dust when required.

(h) Workers feeding coal-belts, boat attendants berthing or unberthing boats, winchmen, hatchmen, truckmen, crusher-men, locomotive firemen, and quarry-workers shall be supplied with oilskins in wet weather when required.

(i) Waro Quarry workers shall be supplied with water-proof capes in wet weather.

(j) Workers engaged in loading or unloading trucks on the wharf shall be supplied with goggles.

(k) In the event of boats loading after 10 p.m. a cup of tea and eatables shall be provided both in the packhouse and on the wharf, and twenty minutes shall be allowed for supper.

(l) When loading or discharging boats there shall be not less than six men employed stacking in every hatch.

(m) In every 'tween deck boat and in all boats where double handling or the use of hand trucks or barrows is necessary at least eight men shall be employed in each hatch worked.

(n) On all vessels over 275 tons net register shore winchmen and hatchmen shall be employed.

Youths.

6. (a) Youths may be employed in accordance with the following scale:—

Age commencing.		First Year, Per Week.	Second Year, Per Week.	Third Year, Per Week.	Fourth Year, Per Week.
		s. d.	s. d.	s. d.	s. d.
16 to 17 (1st 6 months)	.. ..	23 0	31 0	} 52 0	60 0
(2nd 6 months)	.. ..	27 0	35 0		
17 to 18 (1st 6 months)	.. ..	31 0	} 52 0	60 0	..
(2nd 6 months)	.. ..	35 0			
18 to 19 .. ..	.. ..	52 0	60 0	..	..
19 to 20 .. ..	.. ..	60 0	..	..	..
Thereafter adult rates.					

(b) No youths under sixteen years of age shall be employed.

First Aid.

7. A modern first-aid outfit, fully equipped, shall be kept in a convenient and accessible place at the works, wharf, quarry, and Waro Quarry.

Tools.

8. All tools shall be supplied by the employer.

Suburban Work.

9. In the event of men being required to go to work outside their ordinary work, the employer shall pay the fares and ordinary rate for the time the men are travelling to and from their homes, and the price of their meals shall be allowed unless notified on the previous day.

Country Work.

10. "Country work" shall mean work which necessitates a worker sleeping away from home, and on which all fares shall be paid travelling to and from thereto, and ordinary rates allowed for time occupied by travelling, with living-allowance at 5s. 2d. per day or 31s. per week, unless suitable board and lodging is provided by the employer.

Accommodation.

11. (a) The employer shall provide accommodation to enable workers to change and dry their clothes, and also provide proper sanitary arrangements.

(b) The employer shall provide shower-baths and wash-basins with hot and cold water.

(c) The employer shall also provide a constant supply of fresh water for washing and drinking purposes, and facilities shall be provided for boiling water at meal-times.

(d) A sufficient supply of fresh water and suitable lighting shall be supplied at the end of the wharf for the convenience of workers.

Transfers.

12. Any worker engaged temporarily in any line of work other than that in which he is usually engaged shall be paid the wages prevailing in that branch to which he is temporarily

transferred, provided that in no case shall the wage to be paid be less than that which he would be entitled to at his usual work.

Holidays.

13. (a) The provisions of the Factories Act, 1921-22, and its amendments, relating to holidays, statutory half-holidays, and Sundays, and to payment for work done on such days, shall apply hereto.

(b) All work done on the above-mentioned days shall be paid for at double time rates.

(c) Anniversary Day shall be a recognized holiday, but a worker shall not be entitled to payment for such day unless he works, in which case he shall be paid for time worked at the rate of double time.

(d) Shift-workers shall be paid time and a half rates for work done on Saturday between 12 noon and midnight.

(e) *Annual Holiday.*—(i) A worker who completes twelve months' service on the 31st December in any year shall be allowed one week's holiday on full pay, and a worker who completes one month's but less than twelve months' service on the 31st December in any year shall be allowed a proportionate holiday in accordance with his length of service.

(ii) The holiday referred to in paragraph (i) of this subclause shall, as far as practicable, be allowed in conjunction with the Christmas and New Year holidays: Provided that a worker who is not allowed a holiday in conjunction with the Christmas and New Year holidays shall be allowed such holiday at a time to be arranged by the employer.

(iii) A worker who has completed three months' service leaving or being dismissed from the service of an employer prior to the 31st December in any year shall be granted pay in lieu of the holiday mentioned in paragraph (i) of this subclause in proportion to his length of service, but this paragraph shall not apply in the case of any worker dismissed for serious misconduct.

(f) In the case of adult workers, payments under this clause shall be computed on the rates specified in subclause (a) of clause 3. Full pay, for instance, shall mean the rate to which a worker is entitled under subclause (a) of

clause 3 multiplied by 40. The rates specified in sub-clause (b) of clause 3 shall not be taken into account when computing the holiday pay.

In the case of youths, full pay shall mean the weekly rate to which a youth is entitled under subclause (a) of clause 6.

Payment of Wages.

14. Wages shall be paid at not longer than fortnightly periods, and in working-hours.

Crib-time.

15. No worker shall be compelled to work more than five hours without half an hour for crib-time, but when machinery is running continuously shift-workers shall take their crib without necessitating any cessation of operations.

Matters not provided for.

16. Any dispute in connection with any matter not provided for in this award shall be settled between the particular employer concerned and the secretary and president of the union, and in default of any agreement being arrived at, then such dispute shall be referred to the Conciliation Commissioner, who may either decide the same or refer the matter to the Court. Either party, if dissatisfied with the decision of the Commissioner, may appeal to the Court upon giving written notice of such appeal to the other party within seven days after such decision has been communicated to the party desiring to appeal.

Workers' Representatives.

17. On application by the union's accredited representative the employer shall offer no unreasonable obstacle to his interviewing men on the works.

Under-rate Workers.

18. (a) Any worker who considers himself incapable of earning the minimum wage fixed by this award may be paid such lower wage as may from time to time be fixed, on the application of the worker after due notice to the union, by the local Inspector of Awards or such other person as the Court may from time to time appoint for that:

purpose; and such Inspector or other person in so fixing such wage shall have regard to the worker's capability, his past earnings, and such other circumstances as such Inspector or other person shall think fit to consider after hearing such evidence and argument as the union and such worker shall offer.

(b) Such permit shall be for such period, not exceeding six months, as such Inspector or other person shall determine, and after the expiration of such period shall continue in force until fourteen days' notice shall have been given to such worker by the secretary of the union requiring him to have his wage again fixed in manner prescribed by this clause: Provided that in the case of any person whose wage is so fixed by reason of old age or permanent disability it may be fixed for such longer period as such Inspector or other person shall think fit.

(c) Notwithstanding the foregoing, it shall be competent for a worker to agree in writing with the president or secretary of the union upon such wage without having the same so fixed.

(d) It shall be the duty of the union to give notice to the Inspector of Awards of every agreement made with a worker pursuant hereto.

(e) It shall be the duty of an employer, before employing a worker at such lower wage, to examine the permit or agreement by which such wage is fixed.

Workers to be Members of Union.

19. (a) It shall not be lawful for any employer bound by this award to employ or to continue to employ in any position or employment subject to this award any adult person who is not for the time being a member of an industrial union of workers bound by this award or who is not for the time being a member of a trade-union which was registered as such before the 1st day of May, 1936, and which is bound by this award: Provided, however, that any non-unionist may be continued in any position or employment by an employer bound by this award during any time while there is no member of a union bound by this award who is available to perform the particular work required to be done and is ready and willing to undertake it.

(b) For the purposes of subclause (a) of this clause a person of the age of eighteen years or upwards, and every other person who for the time being is in receipt of not less than the minimum rate of wages prescribed by this award for workers of the age of twenty-one years and upwards, shall be deemed to be an adult.

(NOTE.—Attention is drawn to subsection (4) of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, which gives to workers the right to join the union.)

Increase in Rates of Remuneration.

20. All rates of remuneration, including time and piece wages and overtime and other special payments provided for in this award, shall be subject to the provisions of the general order dated the 9th August, 1940, under the Rates of Wages Emergency Regulations 1940, increasing rates of remuneration by an amount equal to 5 per cent. thereof.

Scope of Award.

21. This award shall apply to the parties named herein.

Term of Award.

22. This award shall come into force on the 14th day of September, 1941, and shall continue in force until the 13th day of September, 1942.

In witness whereof the seal of the Court of Arbitration hath been put and affixed, and the Judge of the Court hath hereunto set his hand, this 13th day of September, 1941.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM.

This award embodies the terms of settlement arrived at by the assessors in Conciliation Council.

A. TYNDALL, Judge.

**STRONGMAN STATE COAL-MINE EMPLOYEES.—AGREEMENT
UNDER LABOUR DISPUTES INVESTIGATION ACT, 1913.**

THIS agreement, made this 1st day of June, 1940 (one thousand nine hundred and forty), between the Point Elizabeth and Liverpool State Collieries Employees' Industrial Union of Workers (hereinafter called "the union"), of the one part, and the Hon. the Minister of Mines (hereinafter called "the employer"), of the other part, whereby it is mutually agreed by and between the parties hereto as follows, that is to say:—

(1) That the terms, conditions, stipulations, and provisions contained and set out in the schedule hereto shall be binding upon the said parties, and they shall be deemed to be and are hereby incorporated in and declared to form part of this agreement.

(2) The said parties hereto shall respectively do, observe, and perform every matter and thing by this agreement and by the said terms, conditions, stipulations, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this agreement or of the said terms, conditions, stipulations, and provisions, but shall in all respects abide by and perform the same.

SCHEDULE.

**WORKING-CONDITIONS FOR THE STRONGMAN STATE COLLIERY,
JUNE, 1940.**

All piece-rates are to be increased by 5 per cent., and it is understood the method of applying the increase will be to take the total piece-rate earnings of each worker under the agreement and then add 5 per cent.

NOTE.—Any shift-work done by a piece-rate worker will be paid for at the amended shift-work rates and shown separately.

Tonnage Rates.

1. When miners are engaged in mining coal by hand-labour they shall be paid the following rates per ton, it being understood that all coal shall be filled free from stone and other impurities:—

(a) Hewing coal in solid workings—

Thickness of Seam.		Rate per Ton.	
		s.	d.
3 ft. to 3 ft. 6 in.	.. ..	.. 6	3 $\frac{1}{4}$
3 ft. 6 in. to 4 ft.	.. ..	.. 5	7 $\frac{1}{2}$
4 ft. to 4 ft. 6 in.	.. ..	.. 4	8 $\frac{1}{2}$
4 ft. 6 in. to 5 ft.	.. ..	.. 4	2 $\frac{1}{4}$
5 ft. and over	.. ..	.. 4	0

Places in which the coal is less than 3 ft. thick shall be classed as deficient places.

(b) Hewing coal in pillar workings—

Thickness of Seam.	Rate per Ton.	
	s.	d.
3 ft. to 3 ft. 6 in.	5	3½
3 ft. 6 in. to 4 ft.	4	7½
4 ft. to 5 ft. 6 in.	3	6½
5 ft. 6 in. to 6 ft. 6 in. ..	3	4
6 ft. 6 in. to 9 ft.	3	2½
Over 9 ft.	3	1½

Places in which coal is less than 3 ft. thick shall be classed as deficient places.

(c) Machine-cut coal:—

- (1) The hewing-rate for machine-cut coal to be 3s. 4d. per ton.
- (2) The hewing-rate for machine-cut coal on cross-cut dips to be increased by 4d. per ton over the above rate—i.e., 3s. 4d. plus 4d. (grade 1 in 5 or greater).
- (3) An air-drill shall be provided by the company and be operated by the miners themselves.
- (4) The miners cavilling a machine place shall put down all cross-cut dips.
- (5) Places worked on double shift to be allowed 2d. per ton (in terms of general agreement).

When the management takes miners' coal (that has been shot down) for ballast or any other purpose the miners shall be paid for the coal taken at the appropriate tonnage rates.

(d) All coal must be side-cut or holed in accordance with the provisions of the Coal-mines Act and Regulations. The holing shall be done in the dirt-band under the seam, or in a soft band in the seam, or in exceptional circumstances in the coal itself, whichever the manager deems advisable. Holing-dirt to be thrown back before blasting so that the coal may be filled clean. If the holing-dirt exceeds 3 in. in thickness the miners shall be paid ¼d. per ton per inch for each inch over 3 in. and up to 12 in. and ¼d. per ton per inch over 12 in., such payment being compensation for throwing back and stowing the holing-dirt and keeping the coal clean. If required to fill the holing-dirt into trucks, the miners shall be paid 1s. 0½d. per truck filled level-full, and when required to cut one side of the working-place in addition to holing the miner shall be paid 2¾d. per ton extra tonnage rate, and for tipping the coal into chutes in steep workings 1½d. per ton extra tonnage shall be paid.

(e) Introduction of Oil Safety-lamps: In the event of oil safety-lamps being introduced into any mine now being worked with naked lights or electric safety-lamps the hewing-rates shall be increased by 4½d. per ton. The Department shall provide safety-lamps in accordance with the provisions of the Coal-mines Act, and each pair of miners shall be provided with these lamps: Provided that as soon as electric safety-lamps of one candle-power or over are provided by the Department the increased hewing-rate shall be decreased by 4½d. per ton.

Yardage Rates.

2. For narrow work in solid workings the following yardage rates shall be paid: Places less than 12 ft. wide, 8s. 4d. per yard; places from 12 ft. to 16 ft., 4s. 2d. per yard. Inclines used for jiggling coal in solid workings shall be driven narrow. In dip headings where the grade is 1 in 8 or steeper the yardage rates shall be increased by 20 per cent. Wet dip headings shall be specially arranged for between the management and the union executive. Dip headings in which wet time is worked shall not come under this clause unless where pumping or baling is required to remove the water.

Breaking away Bords.

3. Where bords or first split through a pillar are broken away narrow, narrow-work rates shall be paid for the first 4 yards; 3 yards shall be driven narrow before commencing to widen out. Bords shall be 18 ft. wide, but the management shall have the right to reduce the width to not less than 16 ft. in cases where the roof is bad.

Splits through Pillars.

4. When the first, second, or third split through a pillar is driven more than 12 ft. wide solid tonnage rates shall be paid. When the first split through a pillar is driven not more than 12 ft. wide solid tonnage rates and yardage rates shall be paid. For the second and third splits through a pillar under 12 ft. wide solid tonnage rates and 5s. 6½d. per yard shall be paid. Any split after the third over 12 ft. wide, pillar-tonnage rates shall be paid. Any split after the third under 12 ft. wide, pillar-tonnage rates plus 5s. 6½d. per yard shall be paid. In cases where a second or third split exceeds 22 yards in length it shall be paid for as if it were a first split. Where the manager requires it to be

done, coal shall be left on the goaf side up to 6 ft. thick to keep back fallen stone, but such a place shall not be deemed to be a split.

Double-shift and Back-shift Places.

5. (a) If the manager requires at any time other than the general cavit to double shift any place, he shall give the man or men in that place two clear working-days' notice to choose their own mates, and in the meantime the next man or men in turn to go on the coal shall work the place if required. If a selection is not made and communicated to the manager within two clear working-days after such notice has been received the manager shall have the right to make his own selection.

A "double-shift" shall mean when one man succeeds another or one pair of men succeeds another pair in the same working-face.

If any member of a double-shift party absents himself from work without providing a substitute approved of by the manager, the management shall have the right to appoint a substitute during his absence. Should the man or men employed on the back-shift in a double-shift place be absent from work for any cause, and the place is in consequence worked as a day-shift place only, the management may give one fortnight's notice of its intention to reduce the rate paid in such place to the single-shift rate, and the single-shift rate shall apply after the expiration of such notice until such time as the place is again worked as a double-shift place.

(b) Twopence per ton in addition to the ordinary hewing-rates shall be paid to men employed in double-shift places, and also to men having to work on the back shift in single-shift places. Men who earn yardage in double-shift places or in single-shift back-shift places shall be paid 1s. 6d. per yard more than they would receive for similar work in single day-shift places. Day-wage men employed on the back-shift shall receive 6d. per shift more than the day-shift rate.

Night Shift (Dog Watch).

6. (a) Not more than six pairs of miners shall be employed on the third shift, and then only for development work, except in cases of emergency, when the management shall have the undisputed right to work the number of places required to cope with such emergency.

A case of emergency shall be any circumstances or conditions which may impede or interfere with the working operation of the mine or any section of the mine.

Miners shall not be regularly employed on the night shift unless day shift and back shift are already being worked in the same working-places, unless by special arrangement between the management and the union executive.

Men employed in development work shall not be regarded as being regularly employed when on that shift.

(b) Threepence per ton in addition to the ordinary hewing-rates shall be paid to men employed in night-shift places. Men who earn yardage in night-shift places shall be paid 2s. 6d. per yard more than they would receive for similar work in single-shift places. Day-wage men employed on night shift shall be paid 1s. per shift more than the day-shift rate.

(c) Men continuously employed on dog watch shall be paid 1s. 6d. per shift more than the day-shift rate. By "continuous employment" is meant a period longer than one fortnight.

Coal left on Goaf Side of Lift.

7. If the miners are ordered to keep a rib of coal on the goaf side of their lift for the sole purpose of keeping back goaf stone, pillar-tonnage rates shall be paid. On no account shall yardage rates be paid in these cases. When the management deems it safe to widen the place out again the miner shall do so.

Bottom Coal.

8. For taking up bottom coal in bords the full width the following rates shall be paid: For any thickness over 3 ft. 6 in., 2s. 9½d. per ton; 3 ft. 6 in. to 2 ft. 6 in., 3s. 2½d. per ton; below 2 ft. 6 in. shall be a deficient place.

In narrow places the following yardage rates shall be paid: From 9 ft. to 12 ft., 1s. 4½d. per yard; from 6 ft. to 9 ft., 2s. 9½d. per yard. In back-shift or double-shift places 9d. per yard extra shall be paid.

When miners have to remove the original timber and set new timber in taking up bottoms they shall be paid 1s. 4½d. per prop for props over 12 ft. long.

Top Coal.

9. For taking down top coal the rates shall be: For any thickness over 3 ft. 6 in., 2s. 9½d. per ton; from 3 ft. 6 in. to 2 ft. 6 in., 3s. 2½d. per ton; below 2 ft. 6 in. to be a deficient place.

Fallen Coal.

10. For filling fallen coal the rate shall be 2s. 9½d. per ton.

Side Coal.

11. For taking off side coal for any purpose miners shall be paid solid tonnage rates plus half-yardage for any width up to 6 ft.: Provided that this shall not apply to bringing back side coal in bords or pillars.

Where men are required to advance with side coal along the edge of a bord for the purpose of making a new roadway solid tonnage rates plus half-yardage shall be paid for any width up to 6 ft., solid tonnage rates shall be paid for any width over 6 ft. and up to 10 ft., and pillar rates shall be paid for any width over 10 ft.: Provided that where men are required to drive over 10 ft. wide they shall be allowed to drive up to 12 ft. wide: Provided, further, that this decision shall not apply to ordinary lifts in pillars.

The provisions of clause 5 (b) hereof shall not apply to side coal, but in double-shift or back-shift places 2d. per ton extra shall be paid and 9d. per yard extra over day-shift yardage rates.

In places where a strip of coal is taken off a pillar for other purposes than the extraction of that pillar solid tonnage rates shall be paid.

Trucking by Miners.

12. (a) All trucking shall be done by the Department except as herein provided. The tip-up or points shall be as close to the face as possible, and in no case farther away than 30 ft. The miners shall truck both ways from the tip-up or points and shall place the empty on the rails. In cases where the truck is too heavy to be handled at the tip-up by one man the miner shall assist the trucker to tip-up, and the trucker shall assist the miner to replace the truck on the rails.

(b) Miners shall run the face jig, and shall be paid for so doing at the following rates:—

	Per Ton.
	d.
Up to 44 yards	1½
From 44 yards to 66 yards	3
From 66 yards to 88 yards	4½
From 88 yards to 110 yards	6
Over 110 yards	7½

(c) In isolated and/or inconvenient places—that is, where not more than one pair of men are trucking to the same flat-sheet—miners shall do their own trucking and run the jig below. For trucking they shall be paid the following rates: Up to 32 yards, 2 hours per shift; from 32 yards to 44 yards, 3 hours; and thereafter, one hour per shift per chain or portion of a chain; and for running the jig below, $1\frac{1}{2}$ d. per ton per chain or portion of a chain. When only one hewer is employed at the working-face only half the above hourly rates shall be paid. This clause shall be applicable where necessary to the top pair of men in a bank or heading.

(d) When a miner is required to leave his working-face to assist the trucker he shall be paid for any distance beyond the tip-up, which shall be not more than 30 ft. from the face: Up to 32 yards, 2 hours per shift; from 32 yards to 44 yards, 3 hours per shift; and thereafter 1 hour per shift per chain or portion of a chain. When two miners are required to assist the trucker the above payment shall be made to each man.

Laying Rails.

13. All rails shall be laid by the Department. Short rails shall be provided by the Department for each place. Sleepers shall not be more than 3 ft. apart. It shall be permissible for miners to lay the short face set if they desire to do so.

Stone Scale.

14. In any place where the height of coal is not more than 5 ft. and stone exists in the coal or on top of the coal which cannot be kept up and which has to be picked out of the loose coal, an allowance on account of stone shall be paid as under: For stone up to but not more than 3 in. thick, $1\frac{1}{2}$ d. per ton; for every additional inch in thickness above 3 in., $\frac{1}{2}$ d. per ton per inch. In places where the height of coal exceeds 5 ft. but does not exceed 10 ft. the allowance shall be for stone up to 2 ft. thick, $\frac{1}{2}$ d. per ton per inch.

All places in which the stone in or on top of the coal is 2 ft. thick or over and cannot be kept up shall be deemed to be deficient places.

Payment on account of stone is made as a remuneration for picking it out of the coal. Places shall be measured 1 ft. from each rib and in the centre, and the thickness of stone shall be deducted from the measurement of the coal.

Any difficulty which may arise out of this clause shall be settled between the management and the workmen's Inspectors. Where a coal roof is made to keep up stone on coal over 6 ft. and up to 8 ft. in height the miner shall be paid 2½d. per ton in lieu of stone scale.

For brass or other impurities to be picked from the coal and stacked in the working-place or filled away, as may be required by the management, the miner shall be paid at the rate of 2s. 1d. per truck in places under 5 ft. high and 1s. 8½d. per truck in coal 5 ft. and over, each truck to contain not less than 12 cwt. Such material as referred to in this clause shall, when left in the working-places, be so stacked as to allow of the quantity being ascertained by measurement. The management shall ascertain the quantity of any such material as provided for in this clause at least twice weekly.

Timbering.

15. Miners shall securely timber their working-places and shall maintain all timber for a distance of 12 ft. back from the face, except in cases in which timber is broken by pressure of roof or sides, in which case renewals shall be paid for.

Miners shall set props at any height up to 12 ft., 6d. each; and over 12 ft., 1s. Other timber shall be paid for at the following rates:—

Ordinary sets up to 8 in. in diameter at the centre—

	Per	Set.
	s.	d.
Up to 9 ft. high	4	2
Over 9 ft. and up to 10 ft. ..	4	7½
Over 10 ft. high	5	1

Special sets over 8 in. in diameter at the centre—

	Per	Set.
	s.	d.
Up to 9 ft. high	5	0
Over 9 ft. and up to 10 ft. ..	5	3½
Over 10 ft. high	5	9½
Blinded sets (extra)	2	10
Sets close-lathed, skin to skin ..	1	5
Legs over 9 in. diameter small end ..	0	4½ extra.

The average length of the legs shall be taken as the height of the set.

For renewing timber in roadways props shall be paid for at—Up to 9 ft., 8½d. each; over 9 ft. long and up to 12 ft. long, 11d. each; over 12 ft. long, 1s. 5d. each; jig props, 2s. 1d. each.

Props over 9 in. in diameter in the centre, or split props of equivalent area, shall be paid for at—Up to 9 ft., 1s. 0½d. each; over 9 ft. long and up to 12 ft. long, 1s. 4½d. each; over 12 ft. long, 2s. 1½d. each.

When miners are required to build chocks with 5 ft. lengths of timber they shall be paid 1s. 4½d. per foot of height when filled solid inside, and 1s. 0½d. per foot unfilled.

In places where the gradient exceeds 1 in 3 the question of an extra timbering allowance shall be decided between the management and the workmen.

Drawing Timber: For withdrawing timber in working-faces miners shall be paid at the following rates for sound timber: Each set, 3s.; each prop, 6d.; chocks, 1s. 0½d. per foot.

Wet Places.

16. (a) Men in wet places as hereinafter defined shall work six hours bank to bank, and each piece-rate worker shall be paid for two hours at 2s. 10d. per hour. A "wet place" shall mean a place in which a workman cannot avoid his clothing becoming saturated with water within three hours of his commencing work or where he has to work in more than 3 in. of water on the floor: Provided that in places where two or more men are employed any man who can work dry shall not be entitled to any extra payment: Provided, further, no workman shall be entitled to extra payment under this clause who does not report the wet condition of his place to the official in charge of the district within three hours of commencing work. Truckers and shiftmen in wet places shall work full time, and shall be paid three hours extra at their daily-wage rate. Contract truckers shall be paid the same allowance as wage truckers if they work full time.

(b) Water shall, as far as possible, be removed from working-places by the management, and if the water is not out by the time the miners start work they shall remove it and be paid for so doing at shift rates.

(c) Where in any mine men can be protected from water in wet places by any means mutually approved by the management and the workmen's Inspectors, then such means of protection shall be adopted.

Regulation of Boxes.

17. (a) The turn of boxes throughout the mine shall be as evenly distributed as possible.

(b) Payment for Waiting-time: In cases in which miners are kept waiting in the mine for any time in excess of two hours because of a breakdown of plant or machinery other than a fan stoppage they shall be paid waiting-time as from the end of the first hour. Crib-time shall not be included in waiting-time.

(c) When miners are kept standing by on account of a stoppage of the fan they shall be paid for the actual time lost.

Prices of Explosives and Tools.

18. Explosives and, where they are supplied, tools and other necessary stores shall be sold to miners by the Department at current cost prices. The union shall be entitled to appoint two representatives to confer with the representatives of the Department on the question of prices of explosives and other stores. All invoices for explosives and other stores shall be available for inspection by this committee—current cost prices to include all reasonable handling charges.

Minimum Wage for Miners.

19. (a) A miner working on tonnage rates who shall be unable through no fault of his own to earn an average of 22s. 5d. for any weekly period shall be paid an amount sufficient to make up his earnings to an average of 22s. 5d. per shift for the number of shifts worked by him during such period. This clause shall not apply to the first week of the cavit period, except in places which immediately prior to the cavit had been minimum-wage places.

(b) Men who cavit together and are subsequently either required or permitted by the management to work separate places shall have their earnings calculated separately in respect of each place for the purpose of computing the minimum wage.

(c) Men in double-shift or three-shift places shall share earnings equally according to time worked. Each case of failure of the men in a double-shift or three-shift place to earn the minimum wage shall be considered on its merits.

(d) Men who earn the minimum wage on the back shift shall be paid 6d. per shift more than the day-shift minimum wage-rate, and men who earn the minimum wage on the night shift shall be paid 9d. per shift more than the day-shift minimum wage-rate.

Check-weigh Fund.

20. The manager shall deduct contributions to the Check-weigh Fund from the wages of each miner if authorized to do so under the provisions of the Wages Protection and Contractors' Liens Act, 1908. Miners in the State coal-mines' employ who have been legally elected by ballot as check-weighmen and who, having served a term or terms, are legally deprived of the position of check-weighmen shall be eligible for any vacancy or vacancies which may occur in the mine and which they are competent to fill.

In the event of there being no vacancies the question as to placing of the ex-check-weighman to be decided between the union and the management.

Unclaimed Boxes.

21. The number of unclaimed boxes which shall be placed to the credit of the Check-weigh Fund by the Department shall bear the same proportion to the total number of unclaimed boxes that the contract workers' coal bears to the total output of the mine.

Truckers going on Coal.

22. Shiftmen or truckers over twenty years of age who have been in the employ of the mine for a period of two years as such shall, according to the length of their employment, have the first right to any vacancy occurring on the coal: Provided that this right shall not be exercised by more than two truckers in any quarter in any mine in which more than twenty-five pairs of miners are employed, or one trucker in any mine in which a less number of miners are employed: Provided also that any trucker or shiftman shall have an experienced miner working with him for twelve months.

Experienced miners working in the mine as truckers or shiftmen shall have preference over strangers as regards employment on the coal. For work in high workings miners with New Zealand experience of high workings shall have preference over others.

Any case of alleged injustice in the employment of men on the coal shall be referred to the disputes committee.

Cavilling.

23. (a) All places which the manager desires to be worked by hand-labour at tonnage rates shall be cavilled for every three months.

(b) All places to be cavilled for shall be classified by the manager as ordinary or special places, and shall be distinctly marked before the cavil is drawn.

(c) Two scrutineers appointed by the union shall see that all places are marked.

(d) The manager shall have the absolute right to object to the names of any men included in the general cavil being drawn for special places if he considers it necessary.

(e) Any place not having fourteen days' work in it at the time of the cavil shall have another place cavilled with it.

(f) When any place has to be stopped during the currency of the cavil the men working therein shall, if practicable, be given two clear working-days' notice to clear up the place before removal.

(g) If more than one set of men are out of a place during a cavil they shall ballot for the existing vacant places.

(h) If a pair of miners are absent from work through sickness or other cause the management shall have the right to put the next men in turn in their place if it is necessary to keep the place working for the proper working of the mine.

(i) Any miner put to work in another man's place shall run the token of the man who balloted the place and divide the earnings in proportion to the time worked.

(j) If any working-place is left in bad condition at the end of the cavil the miners cavilled to such place shall report to the manager or underviewer, and they, together with the workmen's Inspector, shall examine the place and value the work required to be done to put the place in reasonable working-order. "Working-order" shall mean as ordinarily worked during the previous quarter. The sum decided upon as the value of such work shall be deducted from the earnings of the men who left the place in bad condition, and paid to the men cavilled to the place.

(k) Miners on the coal shall work not less than six hours bank to bank on the last day of the cavil, except that in double-shift places miners on the front shift shall work full time and miners on the back shift shall work five hours. Truckers and shiftmen shall work full time if required by the management.

Colliers working in minimum-wage places to work six hours on cavilling day and be paid eight hours rate of wages.

If during the term of a cavil miners have to remove their tools from one place to another they shall be paid at miners' shift rates for time lost in removing tools.

Right of Management to use Machines.

24. The management shall have the right to work any part of or the whole of the mine by machines on giving fourteen days' notice to each miner employed in the places where the machines are to be used: Provided that where no machine rate is already included in the agreement an agreement regarding the machine rate is made between the management of the mine and the union.

Right of Management to Contract.

25. The management shall have the right to invite tenders and let contracts for the execution of any work not specifically provided for in this agreement, and, notwithstanding that trucking is herein provided for, contracts may be let for trucking.

Stone-dusting.

26. Men engaged in stone-dusting shall work seven hours bank to bank. While actually employed on stone-dusting men shall be paid 24s. 10d. per shift of seven hours, to be worked day shift, back shift, or night shift, as the management may require.

Mis-shots.

27. In every case of a mis-shot the miners shall be paid a fixed sum of 5s. as compensation for disabilities arising from the mis-shot.

Rates of Wages.

28. The minimum daily rates of wages shall be:—

(A) For underground workers—

Per Day.
s. d.

(1) Truckers and horse-drivers—

Over nineteen years of age	..	21	6
Eighteen to nineteen years of age	..	18	7
Seventeen to eighteen years of age	..	16	10
Sixteen to seventeen years of age	..	14	5
Under sixteen years of age	..	12	6
Jiggers	.. ..	21	6

(2) Shiftmen—

(a) First-class shiftmen	.. ..	22	5
(b) Second-class shiftman	.. ..	21	6

A "first-class shiftman" shall mean one who is capable of doing timbering or other responsible work to the satisfaction of the manager.

When miners are selected by the management for special work in connection with stone drives or driving through loose ground they shall be paid 27s. per shift, but this rate shall be paid only to two men on any one shift in any one place. Other men employed with these two men shall be paid the shiftmen's rates.

When shiftmen are substantially employed in mining and/or filling coal they shall be paid miners' wage rates, but any coal it is necessary to mine or fill in the course of their ordinary shiftmen's work shall not incur the extra payment.

		Per Day.	
		s.	d.
(3) Rope-road workers underground—			
Under fifteen years of age ..	..	8	3
Fifteen to sixteen years of age ..	..	10	9
Sixteen to seventeen years of age ..	..	12	6
Seventeen to eighteen years of age ..	..	14	10
Eighteen to nineteen years of age ..	..	17	1
Over nineteen years of age ..	..	20	10
(4) Colliers hewing coal on day wages,			
23s. 7d. per day. Colliers taken from			
the face for any other work, 23s. 7d.			
for the first three days and first-class			
shiftmen's wages thereafter.			

(B) For surface workers—

(1) Screen-workers—

Under fifteen years of age ..	..	6	10
Fifteen to sixteen years of age ..	..	7	10
Sixteen to seventeen years of age ..	..	9	10
Seventeen to eighteen years of age ..	..	11	8
Eighteen to nineteen years of age ..	..	14	4
Over nineteen years of age ..	..	18	10

(2) Rope-road workers and other outside workers not elsewhere specified—

Under fifteen years of age ..	..	7	4
Fifteen to sixteen years of age ..	..	9	10
Sixteen to seventeen years of age ..	..	11	8
Seventeen to eighteen years of age ..	..	14	0
Eighteen to nineteen years of age ..	..	16	3
Over nineteen years of age ..	..	20	0

Where labourers are required to work underground, 1s. per day extra above ordinary labourers' rates shall be paid.

			Per Day.	
			s.	d.
Assistant rope-splicer	..	..	21	1
Lamp attendants	..	..	23	11

In cases in which outside workers cannot avoid becoming wet in the performance of their duties they shall either be provided with oilskins or paid an allowance of 3d. per day to enable them to provide their own.

Rope-splicers shall be paid 1s. 6d. per day extra for splicing new ropes over 2½ in. in circumference.

- | | | | | |
|-------------------------------------|----|----|----|---|
| (3) (a) First-class carpenters | .. | .. | 24 | 7 |
| Second-class carpenters | .. | .. | 23 | 1 |
| Horse-shoers and tool-sharpeners | | | 24 | 7 |
| Blacksmiths, second and third fires | | | 24 | 7 |
| Tub-repairers | .. | .. | 22 | 7 |
- (b) Boys starting at workshops with object of learning the trade of carpenter or blacksmith, as per engine-drivers' agreement.

Shiftmen's Tools.

29. (a) The management shall provide all tools free for shiftmen, provided that each man shall be responsible for all tools supplied to him. The management shall sharpen and repair free all miners' tools which in the opinion of the blacksmith warrant such repair, but repairs shall not include any replacements.

(b) Before leaving work the miners are required to put their tools in a safe place, otherwise the management will not be responsible for tools lost through falls.

(c) Shiftmen working on back-shift shall not be required to work after 10 p.m. on Friday if they are required to come out for special work on day shift on Saturday, provided this shall not involve any provision by the management of special transport.

Hours of Work.

30. The ordinary working-time at all collieries shall be five days per week, but the management shall have the right to have any necessary development, repair, or maintenance work performed on Saturdays when such work cannot be conveniently carried out on other days and when the work is of such a character that the employment of additional men to do the work on other days would not be reasonably justified, and such work shall be paid for at ordinary-time rates. Development work does not include the driving of places.

The hours shall be—(a) for underground workers, eight hours bank to bank. On Fridays afternoon shift shall be seven hours bank to bank, except when back Saturdays are being worked, when the afternoon shift on back Friday shall be eight hours bank to bank. On Saturdays the hours shall be seven hours day shift and six hours back shift; (b) for surface men, eight hours exclusive of meal-time, except on Saturdays, when the hours shall be seven hours day shift and six hours back shift. Every underground worker shall work full time at the face or other working-place, time allowance for travelling being excepted.

The starting-point for the Strongman Mine shall be at the main entrance to the mine at the Nine-mile until same is altered by arrangement between the management and the union.

The time allowed for walking from the mine-mouth to the respective working-faces shall be at the rate of $2\frac{3}{4}$ miles per hour.

When the time taken to travel to the working-faces exceeds thirty-five minutes and up to fifty-five minutes, 3d. per ton above ordinary tonnage rates shall be paid, provided the miners leave their working-faces at a time which will enable them to reach the mine-mouth at the recognized knock-off time based on the allowed walking speed of $2\frac{3}{4}$ miles per hour.

Knock-off time shall be called by the deputy or the authorized official for each section of the mine, and any worker leaving his work before the notified time shall be subject to instant dismissal: Provided that in cases of necessity permission to leave the mine during working-hours shall be obtained from the manager, deputy, or underviewer.

Men who are required to work during their usual crib-time on an emergency job shall be paid a full hour for the crib-time, but this shall not apply to workers who are given equivalent crib-time either immediately before or immediately after their usual crib-time.

When the mine knocks off early from any other cause than the action of the men, wages men shall be paid to the nearest hour after knocking off.

Overtime.

31. All time worked in excess of the normal shift on any day shall count as overtime, and shall be paid for at the rate of time and a half for the first three hours and double time thereafter.

Holidays.

32. (a) The following shall be Christmas holidays: From the 24th December to the 4th January, both days inclusive. Other holidays shall be Good Friday, Easter Saturday, Easter Monday, Anzac Day, Sovereign's Birthday, Labour Day. May Day is substituted for picnic day, which will be held on a Saturday. Men employed at any work regularly done on Sundays shall be paid at the rate of time and a half, and in other cases double time. Men employed on the 25th or 26th days of December or on the 1st or 2nd days of January shall be paid double time, but men employed on the 24th day of December or from the 27th to the 31st December (both days inclusive) or on the 3rd or 4th days of January shall be paid only ordinary hewing or daily-wage rates. All work done on other holidays specified shall be paid for at the rate of double time. Lampmen employed during holidays, as per engine-drivers' agreement.

(b) Ten days' holiday at his ordinary daily rate of wages shall be granted to every worker under this agreement on completion of each year of service with the same employer. The holidays shall be taken between the 24th December and the 4th January (both days inclusive) and shall be paid for on the last pay day prior to the 24th December.

(c) If in any year the employment of a worker is terminated by either party for any reason before the completion of a year's service, or if the employment has commenced later than the 4th January, such worker shall, after the completion of not less than three months' service,

be granted holiday payment in the proportion of one day at his ordinary daily-wage rate for each five weeks' service or fraction of five weeks' service: Provided that any worker whose period of service is terminated by his employer because of trade conditions or because of a mining emergency as defined in the night-shift clause of the district agreement shall be granted holiday payment in the proportion of one day at his ordinary daily-wage rate for each five weeks' service or fraction of five weeks' service after the first five.

(d) Any proportionate holiday payment due to any worker shall be paid immediately on the termination of his employment.

(e) For the purpose of calculating the holidays due to any worker time lost through sickness certified to by a duly qualified medical man shall be counted as time worked up to a total not exceeding twelve weeks in any one year; time lost through an accident which entitled the worker to the benefits of the Workers' Compensation Act shall be counted as time worked up to a total not exceeding twenty-four weeks in any one year; and time lost through attention to union business (of which prior notice has been given to the manager) shall be counted as time worked up to a total of four weeks in any one year.

(f) Time lost by any worker during the year for reasons other than sickness or accident or legitimate union business (of which the management has been advised) shall be deducted from the total time worked in estimating the five-weekly periods at the end of the year.

Payment of Wages.

33. All wages shall be paid fortnightly on Friday.

Men to do any Work required.

34. A workman employed on day wages shall perform any class of work he may be required to do in or about the mine, and if instructed by the manager or his deputy shall remove from one place to another where his services may be required. If he shall be temporarily removed from work for which a higher payment is provided than for the work to which he is removed he shall nevertheless be paid the rate for the work from which he is removed. If the work to which he is removed is paid for at a higher rate than that from which he is removed he shall be paid the rate for the work to which he is removed. On resuming his usual

work he shall revert to the rate of wages provided for that work: Provided that in any case in which the temporary removal has been for a period exceeding two but not exceeding three pay fortnights the workman shall be entitled to one week's notice before reverting to his lower rate of pay, and in any case in which temporary removal has been for a period exceeding three pay fortnights he shall be entitled to two weeks' notice before reverting to the lower rate.

Preference.

35. (a) If any employer shall hereafter engage any worker who shall not be a member of the union, and who shall not become a member thereof within seven days after his engagement and remain such member, the employer shall dismiss such worker from his service if requested to do so by the union, provided there is then a member of the union equally qualified to perform the particular work required to be done and ready and willing to undertake same.

(b) This clause shall not apply to officials of the Department, including deputies, underviewers, pumpmen, engine-drivers, fan attendants, firemen, banksmen, and railway hands.

Absence from Work.

36. Any employee absenting himself from work without first having obtained the permission of the mine-manager shall be deemed to have left his employment without notice. This shall not apply in cases of sickness or accident. If any man is absent from work for any cause the manager shall have the right to put another man in his place for the period of his absence. If any employee is off work through sickness the mine-manager shall be notified as early as possible.

Notice of Dismissal or Retirement.

37. When the services of any workman are to be dispensed with for any reason other than some fault of his own he shall be entitled to a fortnight's notice before dismissal, and any worker desiring to leave his employment shall be required to give a fortnight's notice of his intention to do so. In the event of any workman committing a breach of the Coal-mines Act or of any of the general or special rules or the regulations thereunder, or refusing or neglecting to carry out the instructions of the management, or if any worker misconducts himself or either openly or secretly incites, instigates, assists, or endeavours to influence other workers to disregard the provisions of any clause herein, such worker shall be liable to instant dismissal.

Fatal Accidents.

38. In the event of any fatal accident occurring in or about the mine it shall be lawful for the workmen to cease work for the remainder of the day upon which the said accident occurs: Provided that it shall be lawful for all the Department's workmen to cease work for one full day for the purpose of attending the funeral, but not further or otherwise.

Injured Workers.

39. In the case of any accident occurring in the mine and the men or man injured thereby having to be carried out, the deputy shall select the men required as stretcher-bearers, and these men shall be paid for the time lost. If the stretcher-bearers are pieceworkers they will not be required to go back into the mine after crib-time.

Under-rate Workers.

40. If any worker is for any cause unable to earn the minimum wage provided herein for any class of work for which he may desire to be employed, such worker may be employed at such lesser wage as may be agreed upon in writing between the union and the manager of the mine. The term "worker" shall mean either a man or youth, as may be applicable.

Stop-work Meetings.

41. No stop-work meeting shall be held at the mine without the permission of the manager. If such meeting be held in contravention of this instruction employees absenting themselves from work for such meeting shall be liable to dismissal without notice.

Broken Time.

42. So far as is practicable the manager shall avoid calling miners, truckers, or other labourers out for work for less than six hours. This provision is not to affect the arrangements which may be made with men and boys brought out for half-shifts to empty or run coal to compressor or other necessary work.

House Coal.

43. Workmen who are householders shall have the right to purchase coal for their own domestic use only from the State coal-mines at 3s. per ton.

Disputes Committee.

44. (a) If any dispute shall arise at any time concerning any matter not specifically provided for it shall be first referred to the disputes committee at the mine, which committee shall consist of two representatives of the management and two representatives of the workmen who shall be employed at the mine.

(b) Failing a settlement being arrived at by the local committee, the matter in dispute shall be referred by the local committee to a central committee consisting of three representatives of the West Coast District Council of Miners' Union and three representatives of the Minister of Mines.

(c) Failing an agreement being reached by this central committee, the members thereof shall appoint a chairman, who shall have a vote, and a majority decision of the committee so constituted shall be final and binding.

(d) Pending a settlement of any dispute, work shall continue in all respects as before the dispute arose.

(e) The chairman of a disputes committee as appointed under clause (c) hereof shall be paid a fee of two guineas for each day or part of a day he is engaged upon the work of the committee, together with actual travelling-expenses incurred by him. In each case this payment shall be made in equal proportions by the West Coast District Miners' Council and the Mines Department.

This agreement shall come into force on the 1st day of June, 1940, and shall continue in operation until the 31st day of May, 1942.

The seal of the Point Elizabeth and Liverpool State Collieries Employees' Industrial Union of Workers was hereunto affixed this 12th day of September, 1941, in the presence of—

[L.S.]

GEO. ED. ENGLISH, President.
J. GUY, Secretary.

Witness to signatures: W. H. Coumbe, Chief Clerk, State Coal-mines.

P. C. WEBB.

Signed by the Honourable the Minister of Mines this 24th day of September, 1941, in the presence of—
T. CALLINAN, Civil Servant, Wellington.

NOTE.—This agreement, made under the Labour Disputes Investigation Act, 1913, was filed with the Clerk of Awards, Wellington, pursuant to section 8 (1) of the said Act, on the 29th day of September, 1941.

**DUNEDIN TRAMWAY AND OMNIBUS EMPLOYEES.—
INTERPRETATION OF INDUSTRIAL AGREEMENT.**

In the Court of Arbitration of New Zealand, Otago and Southland Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments; and in the matter of an application by the Inspector of Awards at Dunedin for interpretation of the Dunedin Tramway and Omnibus Employees' industrial agreement, dated the 1st day of September, 1940, and recorded in Book of Awards, Vol. XL, p. 1614.

Hours—Tramway Employees—Bus-drivers employed after Midnight—“Day,” Meaning of—Custom—Practice—Interpretation—Previous Interpretation of Clause covering Motormen and Conductors—Clause subsequently altered in New Agreement but Similar Provision in another Clause covering Bus-drivers not altered—Previous Interpretation not applicable to Bus-drivers.

The agreement provided that in respect of bus-drivers “A minimum of forty hours shall be provided each week, not less than eight hours each day for five days,” and that “All time worked over and above eight hours in any one day” should be paid for at the specified overtime rate. The clock-hours of the shifts worked by some bus-drivers extended an appreciable period (sometimes up to two hours) after midnight. The question for interpretation was whether the words “each day” and the words “in any one day” meant “each period in the calendar week from midnight to midnight,” or whether they meant “any working-period of eight consecutive hours in any period of twenty-four hours.” *Held*, That, as the employer had brought evidence to show that over a long period of years it had been the practice to treat a shift as a “day” for the purpose of computing the daily hours of bus-drivers, and as the parties in making the new agreement had, in view of a previous interpretation of a similar clause of which they were well aware, included a definition of “day” in the clause relating to motormen and conductors but not in that relating to bus-drivers, the words in question could not be held to mean “each period in the calendar week from midnight to midnight.”

In re Interpretation of Dunedin Tramway and Omnibus Employees Agreement (Book of Awards, Vol. XLI, p. 285) distinguished.

WHEREAS by the Dunedin Tramway and Omnibus Employees' industrial agreement, dated the 1st day of September, 1940, and recorded in Book of Awards, Vol. XL, p. 1614, it was directed, *inter alia*, in clause 20 (ii) (a) and (b) that—

20. (ii) (a) A minimum of forty hours shall be provided each week not less than eight hours each day for five days.

(b) All time worked over and above eight hours in any one day shall be paid for at time and a quarter rates for the first half-hour and time and a half thereafter.

And whereas a question has arisen as to the interpretation of the said industrial agreement to the following purport:—

Do the words "each day" in subclause (ii) (a) of clause 20, and the words "in any one day" in (b) thereof, mean "each period in the calendar week from midnight to midnight", or do they mean "any working period of eight consecutive hours in any period of twenty-four hours?"

And whereas the Inspector of Awards at Dunedin has made application to the Court for interpretation of the said industrial agreement.

OPINION OF THE COURT, DELIVERED BY TYNDALL, J.

This is an application for interpretation of clause 20 of the Dunedin Tramway and Omnibus Employees' industrial agreement (Book of Awards, Vol. XL, p. 1614).

A similar question was submitted to the Court last year in an application for interpretation of the previous agreement, now expired, in respect of clause 2 (a) thereof, which related exclusively to motormen and conductors.

The application first came before the Court's delegate, Mr. J. A. Gilmour, S.M., in April, 1940.

In his decision (recorded in Book of Awards, Vol. XL, p. 801), wherein the applicability of custom was discussed, he expressed the opinion that the words "each day" meant each period in the fortnight from midnight to midnight. The question subsequently came before this Court on appeal, and the following judgment was delivered on 2nd day of April, 1941 (recorded in Book of Awards, Vol. XLI, p. 285): "The Court is not at all satisfied that the practice referred to in the evidence and argument submitted by the appellant was so certain or was so universally acquiesced in or had acquired such notoriety that as a usage it could be deemed to form part of the industrial agreement. The Court cannot think that when the agreement was made there was a mutual understanding of the parties that the word 'day' in clause 2 (a) meant 'shift' and that the attachment of such a meaning was the joint intention of the parties. The Court agrees with the decision of the learned Magistrate, and the appeal is dismissed."

So far as we are aware no reference was made at either of the aforementioned hearings to bus-drivers or to the interpretation to be placed on the words "each day" as used in clause 20 of the expired agreement which related to bus-drivers, and apparently no dispute had arisen up to that time in respect of these workers.

On the 1st September, 1940, a new agreement—the subject of these proceedings—was entered into between the Dunedin City Corporation and the New Zealand Tramways Authorities' Employees' Industrial Union of Workers, and it is important to note that whereas in clause 2 (a) thereof (Motormen and Conductors) an alteration was introduced defining the word "day" as being midnight to midnight, no similar definition is included in clause 20 (Bus-drivers), although it should also be noted that certain other amendments were made to that particular clause.

On behalf of the union it was suggested at the hearing that the Court in interpreting the word "day" which appears in clause 20 should have regard to the definition contained in clause 2. We do not think that we are necessarily bound to do so.

Clause 20 deals exclusively with bus-drivers, and this provision, together with other clauses referred to in subclause (iii) thereof, may properly be accepted as furnishing a complete code regulating the wages, hours, and other conditions of employment of bus-drivers, and for that reason may be treated as a separate agreement.

For the employer it was contended that, because of its ambiguity, the clause should be read in the light of usage, and evidence was produced to establish that it has been the uncontested practice for the past fifteen years to treat a shift as a day for the purpose of computing the daily hours of bus-drivers. It is obvious from the reference in clause 20 (ii) (c) that the working of shifts by bus-drivers is contemplated. The evidence showed that over a long period of years the clock-hours of the shifts worked by some bus-drivers have extended an appreciable period beyond midnight, including midnight on Saturday nights. In such cases, in the light of the practice over the years, we do not think a claim for a breach of clause 20 (ii) (a) could be upheld on the grounds that the workers were not provided with a minimum of eight hours work on any one calendar day extending from midnight to midnight. Neither do we think that in the event of such workers working on for, say, two hours after the end of their shift the employer would be justified in withholding payment at overtime rates simply on the grounds that eight hours in any one day had not been exceeded within the meaning of clause 20 (ii) (b), the contention being based on the interpretation of the word "day" to mean a calendar day extending from midnight to midnight.

After full consideration of the case we have come to the conclusion that the employer's contention is supported not only by the evidence, but also by the fact that the parties to the agreement, although they included a definition of "day" in clause 2 (a) applicable only to motormen and conductors and made certain amendments to clause 20 dealing solely with the wages, hours, and conditions of bus-drivers, yet did not include a similar definition in clause 20.

At the time of making the agreement the parties were well aware of Mr. Gilmour's decision, and if it had been their intention to alter the practice that had been in operation for such a lengthy period of years it is only reasonable to assume that opportunity would have been taken to express the intention clearly.

It is considered that there is a valid reason for taking a different view in regard to the present application for interpretation as compared with the previous application, in that in the case of bus-drivers the evidence showed that for many years they have often worked after midnight for periods up to two hours, whereas in the case of motormen and conductors the period worked after midnight has been limited to twelve minutes.

While it is quite conceivable that the motormen and conductors might have been unaware of the basis upon which their remuneration for the period of twelve minutes was calculated, we are unable to accept the suggestion of the advocate for the workers that the bus-drivers were also quite unaware that nothing more than ordinary rates were being paid to them in respect of work done for periods of up to two hours.

The Court, by a majority, is therefore of the opinion that in the circumstances of this case, the words "each day" and "any one day" in clause 20 (ii) (a) and (b) of the agreement do not mean "each period in the calendar week from midnight to midnight."

Mr. Monteith does not agree with this decision, and his dissenting opinion follows.

Dated the 16th day of September, 1941.

[L.S.]

A. TYNDALL, Judge.

DISSENTING OPINION OF MR. MONTEITH.

I strongly dissent from this decision. The whole question is, What is a "day?"

The agreement provides:—

20. (ii) (a) A minimum of forty hours shall be provided each week not less than eight hours each day for five days.

(b) All time worked over and above eight hours in any one day shall be paid for at time and a quarter rates for the first half-hour and time and a half thereafter.

The Court, in Book of Awards, Vol. XXIV, p. 126, set out its answer to precisely the same question in an interpretation of the Northern, Taranaki, &c., Waterside Workers' award (Book of Awards, Vol. XXIII, p. 1002):—

Answer 5.—Unless there is anything in the context to indicate a different intention, the word, "day" means a calendar day. There is nothing in the context to alter the meaning of "day" in clause 23. . . .

In the present case there is nothing in the context to make it anything other than an ordinary day, so the clause is clear. But another clause in this agreement says a "day" is midnight to midnight; so is every day; and, in fact, this only repeats what any man knows, that each day of the week contains twenty-four hours from midnight to midnight. It is noticeable that in the clause dealing with night-shift cleaners the word "day" does not appear, but hours are set out which include two days. I stress that the word "day" is not used. We must surely say that a day means a day. If we do not adopt a day on the same English as was done in the case of the watersiders (Book of Awards, Vol. XXIV, p. 126), then we will have in the Dunedin Tramways for bus-drivers a day, Monday, that will be the longest day in the week, and Saturday the shortest day in the week, and Sunday a day from midnight to midnight, because Sunday, which I believe to be a day, is agreed by all parties in this case to be from midnight to midnight. Monday surely comes after Sunday, and it ceases on Tuesday for some workers, so we have a long Monday, and we have the curtailment of Saturday because part of Friday goes into Saturday, but strange to say Saturday does not have the same expansion, but cannot go into Sunday. So Saturday is a shorter day than any other day in the week. I have never known a Monday that is longer than other days of the week, nor did I know that Saturday is shorter than other days.

Surely "day" means a day of twenty-four hours, midnight to midnight. In awards where an artificial day is intended a special provision states so, but here no such provision exists for bus-drivers, and the clause is quite clear and precise. It is only when a clause is not clear that custom can be invoked (Book of Awards, Vol. XXX, p. 217): "The two classes of work in respect of which the opinion of the Court is sought have been performed for many years by workers employed under the award as part of their regular work. If the

question had to be decided on custom alone there could be no doubt that this work had been customarily regarded as part of the work covered by the award, and that accordingly it would be within its scope. Custom, however, cannot be looked to when the wording of an award is clear and precise."

I believe a day to mean twenty-four hours, midnight to midnight; and in this agreement where the word "day" is used I believe it means a day. This is surely so, because where it sets out night cleaners' hours, which go over the day, or rather are worked on part of two days, we do not have the term "day" used.

NEW ZEALAND DAIRY-FACTORY EMPLOYEES.—
APPEAL FROM DECISION OF DISPUTES COMMITTEE.

In the Court of Arbitration of New Zealand, Wellington Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments; and in the matter of the New Zealand Dairy-factory Employees' award, dated the 20th day of March, 1940, and recorded in Book of Awards, Vol. XL, p. 161; and in the matter of an appeal against the undermentioned decision of a Disputes Committee in a dispute between the New Zealand Dairy-factories' Industrial Association of Employers and the New Zealand Dairy Factories and Related Trades' Industrial Union of Workers, relating to the rates of pay prescribed for drivers.

Wages, Rate of—Drivers employed at Dairy Factories.

The Dairy-factory Employees' award fixed the weekly hours for drivers employed thereunder at forty-eight, forty-four, and forty hours for different portions of the year, and specified that the rate of wages for such drivers should be those prescribed by the Motor and Horse Drivers' award for the time being in force. The Drivers' award made provisions for rates of pay for forty- and forty-four-hour weeks, but was silent as to the wages to be paid in cases where the ordinary weekly hours prescribed were over forty-four. The decision of the Disputes Committee set up under the award that overtime rates be paid for the additional four hours in a forty-eight-hour week was not upheld, the Court being of opinion that the following provisions to cover the case of the drivers in question were equitable:—

- (1) Drivers employed for the whole year to be paid as for a forty-four-hour week throughout.
- (2) Drivers employed for part of the season only, whilst employed during the forty-hour- and forty-four-hour-week periods to be paid the respective weekly wages prescribed

in the Motor and Horse Drivers' award, and whilst employed during the forty-eight-hour-week period to be paid an additional amount equal to one-eleventh of the wage prescribed for the forty-four-hour week.

DECISION OF THE DISPUTES COMMITTEE.

MAJORITY opinion of the Disputes Committee set up under the disputes clause in the New Zealand Dairy-factory Employees' award (Book of Awards, Vol. XL, p. 161). Messrs. W. Marshall and H. J. Bishop represented the employers; Messrs. Jas. Ross and C. Gough, the employees.

The question submitted for the opinion of the Committee is as follows:—

What rate of pay should drivers receive while working in excess of forty-four and up to forty-eight hours prescribed in the butter-factory section of the New Zealand Dairy-factory Employees' Award?

The facts are: The hours of work prescribed under Part I of the Motor and Horse Drivers' award are forty per week, with a percentage increase per hour up to forty-four. Any time worked in excess of forty-four shall be paid at time and a half. Part II of the Motor and Horse Drivers' award makes provision for seasonal drivers to work up to fifty-two hours per week during the currency of the particular season, and thirty-six hours for an equal period in the remainder of the year, but no more than eighty-eight in any one fortnight.

It is claimed by the employers that Part II applied, and, therefore, a driver was not entitled to any payment in excess of forty-four hours per week, as the weekly hours under this Part are fifty-two. On the other hand, the union contends that overtime should be paid.

In arriving at a decision, it is necessary to take into consideration the following facts:—

Subclause (1) of clause 7 of the Dairy-factory Workers' award states that the minimum wages for motor and horse drivers shall be the weekly rates prescribed by the Motor and Horse Drivers' award. All other conditions shall be those prescribed in the Dairy-factory Employees' award. Therefore, the hours of work for drivers should be forty-eight hours for seventeen weeks, forty-four hours for thirteen weeks, and forty hours for twenty-two weeks.

The rate of wages under Part II of the Drivers' award cannot apply, as this Part only covers drivers engaged in goods-transport services operating under the Transport Licensing Act. Part I must therefore apply, and the rate of

wages for drivers should be as prescribed in this Part of the Drivers' award up to forty-four hours per week. Any time worked in excess of forty-four should be paid at the overtime rate set out in the Dairy-factory Workers' award.

Messrs. Marshall and Bishop recorded a dissenting opinion.

Dated at Auckland, this 11th day of June, 1941.

C. L. HUNTER,
Conciliation Commissioner. (Chairman.)

NOTICE OF APPEAL.

Whereas a dispute has occurred between the New Zealand Dairy-factories' Industrial Association of Employers and the New Zealand Dairy-factories and Related Trades' Industrial Union of Workers in relation to the rates of pay for drivers employed under the conditions of the above-mentioned award: And whereas such dispute was referred to a Disputes Committee constituted in the manner prescribed by clause 23 of the above-mentioned award: And whereas the New Zealand Dairy-factories' Industrial Association of Employers is dissatisfied with the decision of such Committee: And whereas notice of intention to appeal from the said decision to the Court of Arbitration has been duly given: Now, therefore, the New Zealand Dairy-factories' Industrial Association of Employers hereby appeals to the Court of Arbitration against the decision on the grounds:—

That the decision of the Disputes Committee is erroneous in fact and in law.

Dated at Wellington this 8th day of August, 1941.

For the New Zealand Dairy-factories' Industrial Association of Employers—

H. J. BISHOP, Secretary.

JUDGMENT OF THE COURT, DELIVERED BY TYNDALL, J.

This is an appeal by the New Zealand Dairy-factories' Industrial Association of Employers against the decision of a Disputes Committee set up under clause 23 of the New Zealand Dairy-factory Employees' award (Book of Awards, Vol. XL, p. 161).

The question submitted to the Disputes Committee is as follows:—

What rate of pay should drivers receive while working in excess of forty-four and up to forty-eight hours prescribed in the butter-factory section of the New Zealand Dairy-factory Employees' award?

Clause 2 (k) of the award reads:—

The hours of work for motor and horse drivers employed at any factory governed by this award shall be the hours prescribed for butter-factory hands so long as their work is restricted to delivery to and from the factory or to a store run in conjunction with the factory at which they are employed and from such store to the company's suppliers.

The hours of work for butter-factory hands are set out in clause 2 (a), which reads:—

For Butter-factories: Forty-eight-hour week for seventeen weeks; forty-four-hour week for thirteen weeks; forty-hour week for twenty-two weeks.

Clause 7 (1) prescribes the wages of drivers and reads:—

Motor and Horse Drivers: The minimum wages for motor and horse drivers shall be the weekly rates prescribed by the Motor and Horse Drivers' award for the time being in force.

Weekly rates are prescribed in the current Motor and Horse Drivers' award (Book of Awards, Vol. XL, p. 641) in respect of workers whose ordinary weekly hours range from forty to forty-four. Part I of this award, however, does not contemplate any cases in which the ordinary weekly hours of work are in excess of forty-four, and consequently is silent in regard to a wage-scale for such workers.

It was suggested that Part II of the Motor and Horse Drivers' award should apply to the drivers under the Dairy-factories award, but the Court is not disposed to agree with this contention as Part II is a special section of the award confined in its application to drivers employed by parties engaged in goods-transport services operating under the Transport Licensing Act.

It is considered, therefore, that the wages of the drivers under the Dairy-factories award are determined by Part I of the Motor and Horse Drivers' award, while all other conditions pertaining to their employment, such as hours of work and overtime, are fixed by the Dairy-factories award.

Although the Drivers' award is silent as to the wages to be paid in cases where ordinary weekly hours are prescribed as over forty-four, we cannot agree that any ordinary hours in excess of forty-four and up to forty-eight per week should be treated as overtime. Such hours during seventeen weeks of the year are definitely ordinary working-hours, and not overtime. Hence we disagree with the decision of the Disputes Committee.

We are of the opinion that the following provisions to cover the case of the drivers in question are equitable, taking

into consideration the conditions of employment applying to other workers under the Dairy-factories award:—

- (1) Drivers employed for the whole year to be paid weekly wages throughout the year on the basis of a forty-four-hour week as prescribed in Part I of the Motor and Horse Drivers' award.
- (2) Drivers employed for part of the season only to be paid on the following basis:—
 - (a) If and whilst employed during the forty-hour-week period, workers to be paid the weekly wages prescribed in Part I of the Motor and Horse Drivers' award for a forty-hour week:
 - (b) If and whilst employed during the forty-four-hour-week period, workers to be paid the weekly wages prescribed in Part I of the Motor and Horse Drivers' award for a forty-four-hour week:
 - (c) If and whilst employed during the forty-eight-hour-week period, workers to be paid the weekly wages prescribed in Part I of the Motor and Horse Drivers' award for a forty-four-hour week, plus one-eleventh of the said weekly wages.

Dated this 3rd day of September, 1941.

[L.S.]

A. TYNDALL, Judge.

NORTHERN INDUSTRIAL DISTRICT (EXCEPT GISBORNE JUDICIAL DISTRICT) FURNITURE TRADE.—AMENDMENT OF APPRENTICESHIP ORDER.

In the Court of Arbitration of New Zealand, Northern Industrial District.—In the matter of the Apprentices Act, 1923, and its amendments; and in the matter of the Northern Industrial District (except Gisborne Judicial District) Furniture Trade apprenticeship order, dated the 31st day of October, 1938, and recorded in Book of Awards, Vol. XXXVIII, p. 3195.

Thursday, the 18th day of September, 1941.

WHEREAS by section 5 (2) of the Apprentices Act, 1923, the Court is empowered to amend any order made under section 5 (1) of the said Act: And whereas application has been made to the Court for an amendment of the Northern Industrial District (except Gisborne Judicial District) Furniture Trade apprenticeship order, dated the 31st day of October, 1938, and recorded in Book of Awards, Vol. XXXVIII, p. 3195: And whereas the Court has considered the recom-

mendations made to it by the said Committee and has heard the representations of the employers and workers bound by the said Order: Now, therefore, the Court, in pursuance and exercise of the powers vested in it by the said Act, doth hereby order as follows:—

1. That clauses 2, 5, and 8 (b) of the said apprenticeship order shall be deleted and the following clauses substituted therefor:—

“2. The trade or industry to which this order shall apply is cabinet-making and machining, upholstering (upholstering work shall include all kinds of bedding, measuring, planning, and laying of carpets, linoleums, and floor-covering of all description, also measuring and fixing of draping and blinds), chair and frame making and machining, wood-carving, turning, pianoforte making (other than mechanism), polishing, wire-mattress making (in all branches), picture-frame making and mounting, leadlight working, glass-cutting, hand and machine bevelling, silvering, glass-polishing. Glass-bevelling shall consist of roughing, smoothing, pumicing, rouging, drilling, mitreing, and brilliant cutting.

“The provisions of this order shall apply to all employers of apprentices in the industry in the district (whether bound by an award or industrial agreement relating to the said industry or not) and to all apprentices employed by such employers in such industry, and to all contracts of apprenticeship between such employers and apprentices.

“5. Every employer desiring to employ an apprentice in any branch of the trade shall, before engaging the proposed apprentice, make application in writing to the Apprenticeship Committee, and the Committee shall either grant or refuse the application, after inquiring into the facilities within the scope of the proposed employer's business for teaching the proposed apprentice.

“8. (b) For the purpose of determining the number of apprentices each employer may employ the number shall be computed upon the total number of journeymen employed two-thirds full time for six months prior to the taking-on of an apprentice in each of the following branches of the trade: Cabinet-making and machining, upholstering, chair and frame making and machining, wood-carving, turning, pianoforte making (other than mechanism), polishing, wire-mattress making (in all branches), picture-frame making, and mounting, leadlight working, glass-cutting, hand and machine bevelling, silvering and glass-polishing.”

2. That this order shall operate and take effect as from the day of the date hereof.

[L.S.]

A. TYNDALL, Judge.

GREEN ISLAND IRON-ROLLING MILLS' EMPLOYEES.—AWARD.

In the Court of Arbitration of New Zealand, Otago and Southland Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments; and in the matter of an industrial dispute between the Green Island Iron-rolling Mills' Employees' Industrial Union of Workers (hereinafter called "the union") and the undermentioned company (hereinafter called "the employers") :—

Otago Iron-rolling Mills Co., Ltd., The, Green Island,
Dunedin S.W.2.

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the above-mentioned dispute, and having heard the union by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, doth hereby order and award :—

That, as between the union and the members thereof and the employers and each and every of them, the terms, conditions, and provisions set out in the schedule hereto and of this award shall be binding upon the union and upon every member thereof and upon the employers and upon each and every of them, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this award: and, further, that the union and every member thereof and the employers and each and every of them shall respectively do, observe, and perform every matter and thing by this award and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this award or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same. And the Court doth hereby further award, order, and declare that any breach of the said terms, conditions, and provisions set out in the schedule hereto shall constitute a breach of this award, and that a penalty as by law provided shall be payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect as from the 6th day of October, 1941, and shall continue in force until the 6th day of October, 1942, and thereafter as provided by subsection (1) (d) of section 89 of the Industrial Conciliation and Arbitration Act, 1925.

In witness whereof the seal of the Court of Arbitration hath hereto been affixed, and the Judge of the Court hath hereunto set his hand, this 30th day of September, 1941.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE.

Hours of Work: Piece-workers.

1. (a) The ordinary hours of work shall be not more than forty-four per week, to be worked from Monday to Friday, both days inclusive, in each week, with an interval of half an hour each day for lunch.

(b) The maximum number of hours to be worked each day without payment of overtime shall be nine. Unless otherwise mutually arranged, work shall commence not earlier than 7.15 a.m. and shall cease not later than 4.30 p.m., which shall include half an hour for lunch.

(c) No furnace shall be charged after 3 p.m.

(d) It shall be a sufficient compliance with section 3, subsection (1) (c), of the Factories Amendment Act, 1936, if furnacemen are permitted to take their meals while attending to the furnaces, but to enable them to do so in comfort the employer shall provide an assistant for a period of fifteen minutes immediately after the furnace is charged.

Additional Shift.

2. Notwithstanding anything contained in clause 1 hereof, additional shifts may be worked between the hours of 5 p.m. on Monday and 2.15 a.m. on each following day, concluding on Saturday at 2.15 a.m., in which case all the conditions of clause 1, except the clock-hours in subclause (b), shall apply; but the latest hour for charging a furnace shall be 12.45 a.m.

Overtime.

3. (a) Time and a half rates shall be paid for all tonnage produced after the hours specified in clauses 1 and 2 hereof.

(b) Any worker having completed his shift and being required to work an additional shift or part thereof immediately following shall be paid at the rate of time and a half for the first three hours and double time thereafter.

Wages.

4. The following are the minimum rates of pay for the undermentioned classes of workers:—

<i>Finished Iron and Steel—</i>	Steel, Per Ton.	Small Sections, Per Ton.	Iron, Per Ton.	Small Sections, Per Ton.
	s. d.	s. d.	s. d.	s. d.
Furnacemen	3 1	4 0½	3 5½	4 6½
Underhands	2 6	3 3½	2 9	3 7
Extra underhands ..	1 3	1 7½	1 4½	1 9½
Early morning underhands ..	1 4	1 9	1 5½	1 11
Rollers' assistants ..	1 3	1 7½	1 4½	1 9½
Roughers	1 5½	1 11	1 8	2 2½
Catcher	1 3	1 7½	1 4½	1 9½
Cutter-down	1 4	1 9	1 7	2 0½
Cutter-down assistant ..	1 3	1 7½	1 4½	1 9½
Bar-bank leading hand ..	1 4	1 9	1 5½	1 11
Bar-bank (over twenty-one)	1 3	1 7½	1 4½	1 9½
Slag-worker (over twenty-one)	1 3	1 7½	1 4½	1 9½
Straightener	1 3	1 7½	1 4½	1 9½

Small Sections shall mean and include $\frac{5}{8}$ in. round, flats $1\frac{1}{2}$ in. by $\frac{1}{8}$ in., $1\frac{1}{2}$ in. by $\frac{1}{4}$ in., and all sections 1 lb. per foot and under.

<i>Forge Iron—</i>	Iron, Per Ton.
	s. d.
Furnacemen	3 5
Underhands	2 9
Extra underhands ..	1 4½
Early morning underhands ..	1 5½
Shingler	1 8
Roller	1 8
Catcher	1 5
Draggers-away	1 4
Slag-worker (over twenty-one) ..	1 4½

Hooker-up, bar-bank workers, and slagmen under twenty-one years of age shall be paid the following rates:—

	Steel, Per Ton.	Small Sections, Per Ton.	Iron, Per Ton.	Small Sections, Per Ton.
	s. d.	s. d.	s. d.	s. d.
16 years of age and under ..	0 5½	0 7½	0 6½	0 8½
16½ years of age and under	0 6½	0 8½	0 7½	0 9½
17 years of age and under ..	0 7	0 9½	0 7½	0 9½
17½ years of age and under	0 7½	0 10½	0 8½	0 10½
18 years of age and under ..	0 8½	0 11	0 9	0 11½
18½ years of age and under	0 9½	1 0	0 9½	1 0½
19 years of age and under ..	0 10	1 1	0 10½	1 1½
19½ years of age and under	0 10½	1 1½	0 11	1 2½
20 years of age and under ..	0 11½	1 2½	0 11½	1 3½
20½ years of age and under	1 0	1 3½	1 0½	1 4½

Engine-drivers.

5. Engine-drivers shall be governed by the provisions of the current New Zealand Engine-drivers', Firemen, and Greasers' award.

Night-shift Allowance.

6. An allowance of 1s. 6d. per shift or part thereof shall be paid to all shift-workers working on the additional shift mentioned in clause 2 hereof.

GENERAL HANDS.*Hours of Work.*

7. Forty hours shall constitute an ordinary week's work, eight hours per day, to be worked on five days of the week, Monday to Friday, both days inclusive, between the hours of 7 a.m. and 5 p.m., with an interval of half an hour each day for lunch.

Overtime.

8. All time worked in excess of the hours prescribed in clause 7 hereof shall be paid for at the rate of time and a half for the first three hours and double time thereafter. Double time rates shall be paid for all work performed on Sundays.

Reconditioning Furnaces, &c.

9. Notwithstanding the provisions of clause 8 hereof, workers covered by this award may be employed on Saturdays and Sundays for the purpose of reconditioning furnaces and plant at the rate of time and a half for the first eight hours in any one day and double time thereafter.

Wages.

10. The following shall be the minimum rates of wages for the following classes of workers:—

			Per Hour.	
			s.	d.
General labourers	..	..	2	4
Angle-straightener	..	..	2	5
Blacksmiths shall be paid at the rate provided in the Engineers' award.				
Blacksmiths' assistant (eighteen years of age or under)—				
First six months	..	..	1	0
Second six months	..	..	1	1½
Third six months	..	..	1	2½
Fourth six months	..	..	1	3½
Fifth six months	..	..	1	5
Sixth six months	..	..	1	6

Holidays.

11. (a) Every worker coming within the scope of this award shall be allowed the following holidays without deduction of pay: Christmas Day, Boxing Day, New Year's Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Anniversary Day, and the birthday of the reigning Sovereign.

(b) All time worked on any of the holidays prescribed in subclause (a) hereof shall be paid for at the rate of double time in addition to the day's pay. The day's pay for piece-workers shall mean the average day's pay earned by the worker for the time actually worked during the preceding six months.

(c) If any of the holidays prescribed in subclause (a) hereof (except Anzac Day) falls on a Sunday, the holiday shall be observed on the following Monday.

General Provisions.

12. (a) Workers employed at chipping boilers, cleaning flues, roll pits, or sumps, or working in rope-pit shall be paid therefor at 1s. 6d. extra for each day or part of a day during which they are so employed.

(b) Boys working in the yard when the mill is working forge iron shall be paid at the same rate as is payable for finished iron or steel.

(c) When workers are required to work out in the open in wet weather they shall be supplied with oilskins, which shall remain the property of the employer.

(d) Facilities shall be provided for workers to wash including hot and cold showers.

Increase in Rates of Remuneration.

13. All rates of remuneration, including time and piece wages and overtime and other special payments provided for in this award, shall be subject to the provisions of the general order dated the 9th August, 1940, under the Rates of Wages Emergency Regulations 1940, increasing rates of remuneration by an amount equal to 5 per cent. thereof.

Disputes.

14. Any dispute in connection with any matter not provided for in this award shall be settled between the employer and representatives of the union, and in default of any agreement being reached, then such dispute shall be

referred to the Conciliation Commissioner for the district, who may either decide the same or refer the matter to the Court. Either party, if dissatisfied with the decision of the Commissioner, may appeal to the Court upon giving written notice of such appeal to the other party within fourteen days after such decision shall have been communicated to the party desiring to appeal.

Payment of Wages.

15. Wages shall be paid fortnightly.

Extension of Hours under Factories Act.

16. Pursuant to the provisions of section 3 of the Factories Amendment Act, 1936, the limits of hours fixed by subsection (1) of that section are hereby extended upon the terms of this award in respect of every occupier of a factory bound or to be bound by this award.

Workers to be Members of Union.

17. (a) It shall not be lawful for any employer bound by this award to employ or to continue to employ in any position or employment subject to this award any adult person who is not for the time being a member of an industrial union of workers bound by this award or who is not for the time being a member of a trade-union which was registered as such before the 1st day of May, 1936, and which is bound by this award: Provided, however, that any non-unionist may be continued in any position or employment by an employer bound by this award during any time while there is no member of a union bound by this award who is available to perform the particular work required to be done and is ready and willing to undertake it.

(b) For the purposes of subclause (a) of this clause a person of the age of eighteen years or upwards, and every other person who for the time being is in receipt of not less than the minimum rate of wages prescribed by this award for workers of the age of twenty-one years and upwards, shall be deemed to be an adult.

(NOTE.—Attention is drawn to subsection (4) of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, which gives to workers the right to join the union.)

Under-rate Workers.

18. (a) Any worker who considers himself incapable of earning the minimum wage fixed by this award may be paid such lower wage as may from time to time be fixed, on the application of the worker after due notice to the union, by the local Inspector of Awards or such other person as the Court may from time to time appoint for that purpose; and such Inspector or other person in so fixing such wage shall have regard to the worker's capability, his past earnings, and such other circumstances as such Inspector or other person shall think fit to consider after hearing such evidence and argument as the union and such worker shall offer.

(b) Such permit shall be for such period, not exceeding six months, as such Inspector or other person shall determine, and after the expiration of such period shall continue in force until fourteen days' notice shall have been given to such worker by the secretary of the union requiring him to have his wage again fixed in manner prescribed by this clause: Provided that in the case of any person whose wage is so fixed by reason of old age or permanent disability it may be fixed for such longer period as such Inspector or other person shall think fit.

(c) Notwithstanding the foregoing, it shall be competent for a worker to agree in writing with the president or secretary of the union upon such wage without having the same so fixed.

(d) It shall be the duty of the union to give notice to the Inspector of Awards of every agreement made with a worker pursuant hereto.

(e) It shall be the duty of an employer, before employing a worker at such lower wage, to examine the permit or agreement by which such wage is fixed.

Scope of Award.

19. This award shall apply only to the parties named herein.

Term of Award.

20. This award shall come into force on the 6th day of October, 1941, and shall continue in force until the 6th day of October, 1942.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the Court hath hereunto set his hand, this 30th day of September, 1941.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM.

The matters settled by the Court related to shift allowance, holidays, including annual holidays; the provision of water-proof clothing in wet weather; the provision of washing facilities; and the date of coming into force of the award. In other respects the award embodies the terms of settlement arrived at by the assessors in Conciliation Council.

Mr. Prime does not agree as to the necessity for putting the company to the expense of providing hot and cold showers.

A. TYNDALL, Judge.

FACTORIES AMENDMENT ACT, 1936.—ORDER EXTENDING WORKING-HOURS IN RESPECT OF THE CHALLENGE PHOSPHATE CO., LTD., KEMPTHORNE, PROSSER, AND CO., LTD., AND NEW ZEALAND FARMERS' FERTILIZER CO., LTD., AUCKLAND.

In the Court of Arbitration of New Zealand, Northern Industrial District.—In the matter of the Factories Amendment Act, 1936; and in the matter of an application by the Challenge Phosphate Co., Ltd., and others, for an extension of the limits of working-hours prescribed by section 3 (1) of the said Act.

Friday, the 5th day of September, 1941.

UPON reading the application of the Challenge Phosphate Co., Ltd., Kempthorne, Prosser, and Co., Ltd., and the New Zealand Farmers' Fertilizer Co., Ltd., for an extension of the limits of working-hours prescribed by section 3 (1) of the Factories Amendment Act, 1936, and by consent of the duly appointed representatives of the said applicants and the workers concerned, this Court in pursuance and exercise of the powers conferred upon it by section 3 (5) of the said Act, and with the consent of the said representatives, doth hereby order as follows:—

1. That the limits of hours fixed by subsection (1) of section 3 of the said Act are hereby extended upon the terms of the decision of the Chairman of the Emergency Disputes Committee, dated the 2nd day of May, 1941, and recorded in Book of Awards, Vol. XLI, p. 409, in respect of every occupier of a factory bound by the said decision.

2. That this order shall come into force on the day of the date hereof, and shall continue in force during the currency of the said decision.

[L.S.]

A. TYNDALL, Judge.

**NORTHERN, WELLINGTON, CANTERBURY, AND OTAGO AND
SOUTHLAND ACETONE ILLUMINATING AND WELDING
WORKERS.—AWARD.**

[Filed in the Office of the Clerk of Awards, Auckland.]

In the Court of Arbitration of New Zealand, Northern, Wellington, Canterbury, and Otago and Southland Industrial Districts.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments; and in the matter of an industrial dispute between the New Zealand Gasworks and Related Trades' Employees' Industrial Union of Workers, Northern Industrial District Amalgamated Engineering, Coachbuilding, and Related Trades' Industrial Union of Workers, and the New Zealand (except Northern Industrial District) Amalgamated Engineering and Related Trades' Industrial Union of Workers (hereinafter called "the union") and the undermentioned companies (hereinafter called "the employers") :—

The Acetone Illuminating and Welding Co., Ltd., New Zealand (Auckland, Napier, Wellington, Christchurch, and Dunedin).

Mason Bros. Engineering Co., Ltd., Auckland.

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the above-mentioned dispute, and having heard the union by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, doth hereby order and award :—

That, as between the union and the members thereof and the employers and each and every of them, the terms, conditions, and provisions set out in the schedule hereto and of this award shall be binding upon the union and upon every member thereof and upon the employers and upon each and every of them, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this award; and, further, that the union and every member thereof and the employers and each and every of them shall respectively do, observe, and perform every matter and thing by this award and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not

do anything in contravention of this award or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same. And the Court doth hereby further award, order, and declare that any breach of the said terms, conditions, and provisions set out in the schedule hereto shall constitute a breach of this award, and that a penalty as by law provided shall be payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect as hereinafter provided and shall continue in force until the 20th day of July, 1942, and thereafter as provided by subsection (1) (d) of section 89 of the Industrial Conciliation and Arbitration Act, 1925.

In witness whereof the seal of the Court of Arbitration hath hereto been affixed, and the Judge of the Court hath hereunto set his hand, this 1st day of September, 1941.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE.

Industry to which Award applies.

1. This award shall apply to workers employed by the Acetone Illuminating and Welding Co., Ltd., New Zealand (Auckland, Napier, Wellington, Christchurch, and Dunedin), and Mason Bros. Engineering Co., Ltd., Auckland, in welding, and/or in the manufacture, compression, and distribution of oxygen, nitrous oxide, and/or acetylene gases.

Hours of Work.

2. (a) Forty hours shall constitute an ordinary week's work, and, except for men on shift, shall be worked between 8 a.m. and 5 p.m. on five days of the week, Monday to Friday inclusive.

(b) On compressed-gas plants the employer shall be entitled to work one, two, or three shifts of eight hours per day without intervals for meals, these shifts to be mutually arranged between the employer and the workmen. Shifts shall rotate if more than one shift is worked.

(c) A worker required to work less than three consecutive shifts outside the hours prescribed in subclause (a) hereof shall be paid at the overtime rates, but if he is required to work three or more consecutive afternoon or night shifts he shall be paid the sum of 3s. per shift in addition to his ordinary wages.

Classification and Rates of Pay.

3. (a) "Tradesman" means an adult workman who has served his apprenticeship to one of the engineering trades or who applies trade experience and is wholly or partially employed in the work defined in clause 1 hereof and who, if required, may perform the work defined under "tradesman" in the current Engineers' award.

"Chargeman" means an adult worker, not being a tradesman, who is employed in charge of a compressed-gas-manufacturing plant and who is responsible for the running of this plant, subject only to the supervision of the management.

"Compressor hand" means an adult worker who is employed in handling compressed-gas cylinders during and after the process of charging, and/or is employed in receiving and delivering full and empty cylinders at the factory, and/or is employed in inspecting, testing, or heat-treating cylinders.

"Generator hand" means an adult worker who is employed in charging and cleaning acetylene generators. The disposal and treatment of sludge after it has been ejected from the generator does not qualify for this classification.

(b) The minimum rates of wages payable to the under-mentioned classes of workers shall be as follows:—

				Per Hour.		
				s.	d.	
Tradesmen	..	..	..	..	2	10
Chargemen	..	..	..	..	2	8
Compressor hand	..	..	..	..	2	7
Generator hand	..	..	..	..	2	5
Labourers	..	..	..	..	2	4
Welders	..	..	..	..	2	7
				Per Week.		
				£	s.	d.
Storemen	..	..	..	5	2	6
Motor-drivers—						
Up to 4 tons (combined weight of vehicle and load)	..	..	..	5	2	6
Over 4 tons and up to 5½ tons	..	..	..	5	5	0
Over 5½ tons	..	..	..	5	9	0

Workers employed at oxy-acetylene or electric welding, except on spot or butt welding machines, for less than four hours in a day shall be paid 1s. extra per day; for more than four hours in a day, 1s. 6d. extra per day.

Overtime.

4. (a) All time worked in excess of or outside of the hours mentioned in clause 2 hereof shall be paid for at the rate of time and a half for the first three hours and thereafter at double time rates.

(b) In the case of shift-workers all work performed in excess of eight hours in any one shift shall be paid for at the rate of time and a half for the first three hours and double time thereafter.

Dirty Work.

5. (a) At Napier men employed in emptying lime-tower, slaking lime, and refilling the lime-tower shall be paid time and a half while engaged at this work.

(b) Men employed in connection with caustic purifiers and driers, calcimite, and sludge shall be supplied with wooden-soled boots and gloves. Men working on sludge shall be provided with overalls.

(c) Workers when employed handling lump caustic and sludge, calcium chloride, cleaning and painting gasometers, shall receive 2s. per day or part of a day in addition to their ordinary wages.

Holidays.

6. (a) Workers shall be allowed the following holidays without deduction of pay: Christmas Day, Boxing Day, New Year's Day, 2nd January, Good Friday, Easter Monday, Anzac Day, Labour Day, Sovereign's Birthday, and Anniversary Day or, where it is not observed, another day in lieu thereof to be mutually agreed upon.

(b) Workers who are required to work on any of the days mentioned in the preceding paragraph shall be paid for such work at double time rates.

(c) When any of the holidays, other than Anzac Day or 2nd January, mentioned in paragraph (a) fall on a Sunday they shall be observed on the day following.

(d) No payment shall be made in addition to the ordinary week's wages on account of any holiday which falls on a non-working day, except for work actually performed on that day.

Annual Holidays.

7. (a) In addition to the holidays specified in clause 6 hereof workers shall, after each twelve months of service, be allowed a holiday of, in the case of shift-workers, ten days,

and in the case of other workers, five days, at ordinary rates of pay, the holiday to be given at a time to be mutually arranged between the worker and the management.

(b) Any worker who has been employed for less than twelve months but not less than three months, upon his discharge or leaving of his own accord, shall be entitled to holiday pay *pro rata* at the ordinary rate of pay.

(c) All employees going on holiday shall receive their holiday pay in advance up to the end of the current holiday period.

Employment of Youths.

8. (a) Youths may be employed in the proportion of one youth to every four or fraction of the first four adults permanently employed, provided that youths under twenty years of age shall not be employed in the manufacture or compressing of gas.

(b) Wages: The following shall be the minimum weekly rates of wages payable to youths:—

Age commencing.	First Six Months.	Second Six Months.	Third Six Months.	Fourth Six Months.	Fifth Six Months.	Sixth Six Months.	Seventh Six Months.	Eighth Six Months.	Ninth Six Months.	Tenth Six Months.
Under 17	25/-	30/-	35/-	40/-	50/-	55/-	60/-	65/-	75/-	80/-
17 to 18..	35/-	40/-	50/-	55/-	60/-	65/-	75/-	80/-	..	..
18 to 19..	50/-	55/-	60/-	65/-	75/-	80/-	..	..	..	..
19 to 20..	60/-	65/-	75/-	80/-	..	..	..	..	..	..
20 to 21..	75/-	80/-	..	..	..	..	..	..	..	..

Thereafter adult wages.

General Conditions.

9. (a) Payment of Wages: Except where mutually arranged, all wages shall be paid not later than Thursday of each week during working-hours.

(b) The employer shall supply at each works sufficient and efficient tools and equipment, including respirators and first-aid outfits, to be kept in a convenient and accessible place.

(c) A suitable heating-appliance shall be provided at the works for the employees to heat their food, also washing facilities.

(d) At all works each shift shall be continuous for eight hours.

(e) Heat-money: Any worker required to work in a place where the heat exceeds 110 degrees Fahrenheit shall be paid in addition to the rate of wages to which he is entitled for the time the work is performed, a special heat rate computed at the ordinary time rate for the time he is so employed. No worker shall be required to work in a place where the temperature is above 160 degrees.

Travelling-allowance.

10. (a) Workers shall be at the place where the work is to be performed at the time appointed for commencing work. Where the place where the work is to be performed is more than one mile and a half from the place of engagement, all fares shall be paid by the employer, and the time reasonably spent in travelling to and from work shall be allowed by the employer at the ordinary rates of pay.

(b) Employees who are required by the employer to use their own bicycles in the service of the employer shall be paid not less than at the rate of 2s. 6d. per week for a push-cycle and 10s. a week for a motor-cycle.

(c) Any worker required to commence work after the cessation of public wheeled traffic or before the ordinary time of starting such traffic, and any worker who may work continuously until after the cessation of public wheeled traffic and cease work before the ordinary time of starting such traffic, shall be paid for time occupied in travelling to or from his home, computed on three miles per hour, at ordinary rates of pay.

If a conveyance is provided for the worker by his employer he shall not be entitled to payment for travelling time.

For the purpose of this award "public wheeled traffic" shall mean trams, buses, trains, or ferries ordinarily used by workers travelling to or from their work.

Meal-money.

11. Employers shall allow meal-money at the rate of 1s. 6d. per meal when workers are called upon to work overtime after 6 p.m. on Mondays to Fridays inclusive or after 12 noon on Saturdays, provided that such workers cannot reasonably get home for their meals.

Increase in Rates of Remuneration.

12. All rates of remuneration, including time and piece wages and overtime and other special payments provided for in this award, shall be subject to the provisions of the

general order dated 9th August, 1940, under the Rates of Wages Emergency Regulations 1940, increasing rates of remuneration by an amount equal to 5 per cent. thereof.

Termination of Employment.

13. (a) Except in the case of casual workers, not less than one week's notice shall be given on either side of the intention to terminate the employment of any worker; but this shall not prevent an employer from dismissing a worker summarily for misconduct, and such worker shall be paid only the wages due to the time of his dismissal.

(b) On the termination of his employment every worker, provided he shall have delivered to the employer all property in his possession belonging to the employer, shall be paid the sum due to him for wages.

Matters not provided for.

14. Should any dispute or difference arise in connection with any matter not provided for in this award it shall be settled between the employer and two local branch representatives of the union. Any such settlement shall be binding only on the parties to the particular dispute. In default of any agreement being arrived at, such dispute shall be referred to a National Disputes Committee, consisting of three representatives of the employers and three representatives of the union, for their decision. If such committee is unable to decide the matter it may refer the matter to the Court of Arbitration, or either party may appeal to the Court of Arbitration from the decision of such committee upon giving the other party fourteen days' notice in writing of intention so to appeal.

Adult Workers to be Members of Union.

15. It shall not be lawful for any employer bound by this award to employ or to continue to employ in any position or employment subject to this award any adult person eighteen years of age and over who is not for the time being a member of an industrial union of workers bound by this award: Provided, however, that any non-unionist may be continued in any position or employment by an employer bound by this award during any time while there is no member of the union available and ready and willing to perform the particular work required to be done.

Workers other than Adults.

16. If and so long as the rules of the union permit any worker employed in any position or employment subject to this award who is under the age of eighteen years to become a member of the union without ballot or other election, and upon payment of not more than half the payments provided by the rules of the union for adult workers, such workers shall become members of the union, and if such worker neglects to become a member of the union within two weeks from the date of employment the employer shall, if requested so to do by the union, dismiss such worker, provided there is then a member of the union equally qualified and of similar status and ready and willing to perform the particular work required to be done.

Right of Entry upon Premises.

17. Every employer bound by this award shall permit the secretary or other authorized officer of the union of workers to enter at all reasonable times upon the premises or works and there interview any workers, but not so as to interfere unreasonably with the employer's business: Provided that any person other than the secretary of the union, although an authorized officer of the union, must first obtain permission to enter the premises.

Application of Award.

18. This award shall apply to the original parties named herein, and shall extend to and bind as subsequent party hereto every trade-union, industrial union, industrial association, or employer, who, not being an original party hereto, is, when this award comes into force or at any time whilst this award is in force, connected with or engaged in the industry to which this award relates.

Scope of Award.

19. This award shall operate throughout the Northern, Wellington, Canterbury, and Otago and Southland Industrial Districts.

Extension of Hours under Factories Act.

20. Pursuant to the provisions of section 3 of the Factories Amendment Act, 1936, the limits of hours fixed by subsection (1) of that section are hereby extended upon the terms of this award in respect of every occupier of a factory bound or to be bound by this award.

Term of Award.

21. This award, in so far as it relates to wages, shall be deemed to have come into force on the 19th day of August, 1941, and so far as all the other conditions of this award are concerned it shall come into force on the day of the date hereof; and this award shall continue in force until the 20th day of July, 1942.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the Court hath hereunto set his hand, this 1st day of September, 1941.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM.

The award embodies the terms of settlement arrived at by the assessors in Conciliation Council.

A. TYNDALL, Judge,

NEW ZEALAND (EXCEPT NELSON AND MARLBOROUGH) TAXI-TELEPHONISTS.—APPEAL AGAINST DECISION OF DISPUTES COMMITTEE.

In the Court of Arbitration of New Zealand, Northern Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments; and in the matter of the New Zealand (except Nelson and Marlborough) Taxi-telephonists' award, dated the 10th day of March, 1939, and recorded in Book of Awards, Vol. XXXIX, p. 188; and in the matter of a dispute arising out of the said award between the Atta Taxicab Co. of Hamilton, and the Auckland Clerical Workers and Office Staff Employees' Industrial Union of Workers (parties to the said award); and in the matter of an appeal to the Court of Arbitration against the decision of a committee on the said dispute referred to such committee pursuant to the provisions of clause 10 of the said award.

Wages, Rate of—Hours—Taxi-telephonists—"Shift-workers"; Definition.

The award fixed maximum hours per week and per fortnight, but did not otherwise regulate the hours of work except in regard to shift-work, which was permitted under alternative conditions fixing the maximum hours per day and the maximum number of shifts per week. The employment of female workers between 11 p.m. and 7 a.m. was prohibited, and overtime rates were payable to female workers for time worked after 10.30 p.m. The award further provided that "shifts shall rotate not less frequently than

monthly, males and females separately." One male and two female workers were employed. The two female workers worked on rotation in shifts covering the period from early morning till 10.30 p.m., while the male worker was regularly employed from 10.30 p.m. to 2 a.m. and from 4 a.m. to 8 a.m.

Held, (1) The hours worked by the male worker were in accordance with the provisions of the award relating to employees other than shift-workers.

(2) There was nothing in the award to prohibit the employment of only one male worker as other than a shift-worker.

(3) Since there was only one male worker it was not possible to employ him on shifts in rotation in a manner complying with the shift-work provisions of the award.

(4) That the male worker concerned was not a shift-worker.
Grant v. Ross and Glendinning, Ltd. (Book of Awards, Vol. XLI, p. 124) distinguished.

APPEAL TO THE COURT OF ARBITRATION.

WHEREAS a dispute arose between the Atta Taxicab Co., of Hamilton, and the Auckland Clerical and Office Staff Employees' Industrial Union of Workers (parties bound by the award above cited) on a matter connected with the New Zealand (except Nelson and Marlborough) Taxi-telephonists' award, dated the 10th day of March, 1939, and recorded in the Book of Awards, Vol. XXXIX, p. 188, particulars of which are as follows:—

FACTS.

The employer company maintains a continuous taxi service at Hamilton. It employs one male and two female switchboard attendants. One of the female switchboard attendants commences work in the early morning and is on duty until the afternoon. The other female switchboard attendant goes on duty in the afternoon and continues on duty until the evening. The male switchboard attendant, one Wright, goes on duty at 10.30 p.m. and continues until 2 a.m. From 2 a.m. to 4 a.m. he has an interval off duty. He resumes at 4 a.m. and continues work until 8 a.m. The female attendants change their working-periods with one another. The male attendant works the same periods week after week without alteration.

PROVISIONS OF CLAUSE 3 OF AWARD.

(a) The ordinary hours of work shall be eighty-eight per fortnight: Provided that the maximum hours that may be worked in any week without payment of overtime shall be fifty: Provided, further, that should any subsequent award covering taxi-drivers prescribe a less number of hours, the hours of such award shall be observed in lieu of the hours herein provided.

(b) *Shift-work*.—It shall be competent for an employer to work shifts under the following conditions:—

(i) In shifts not exceeding eight hours per day, in which case the ordinary week's work may be spread over six days and one period of twenty-four consecutive hours off duty shall be allowed; or

- (ii) In shifts not exceeding ten hours per day, in which case the ordinary week's work shall be spread over five days, and two periods of twenty-four consecutive hours off duty shall be allowed.
- (c) Female workers shall not be employed between the hours of 11 p.m. and 7 a.m., and overtime rates shall be paid to female workers for time worked after 10.30 p.m.
- (d) Shifts shall rotate not less frequently than monthly, males and females separately.
- (e) *Meal Intervals.*—No worker shall be required to work more than five hours without a meal interval: Provided that this shall not apply if reasonable opportunity is afforded workers to partake of a meal during a shift in the employer's time. Shifts may be broken by one meal interval of not more than one hour, provided such interval occurs between the hours of noon and 7 p.m.

CONTENTIONS OF PARTIES TO DISPUTE.

On the facts above stated the said union contends that the male attendant, Wright, ought to be employed under the same conditions as are prescribed for shift-workers by clause 3 of the said award and to receive the rates of pay prescribed for male workers so employed.

The employer company contends that the said male attendant ought to be employed under the same conditions as are prescribed by said clause 3 of the award for workers who are not shift-workers and to receive the rates of pay prescribed for male workers so employed.

And whereas the said award, in clause 10 thereof, provides as follows:—

Disputes.

The essence of this award being that the work of the employers shall not on any account whatsoever be impeded but shall always proceed as if no dispute had arisen, it is provided that if any dispute or difference shall arise between the parties bound by this award, or any of them, as to any matter whatsoever arising out of or connected therewith and not dealt with in this award, every such dispute or difference shall be referred to a committee to be composed of two representatives of each side, together with an independent chairman to be mutually agreed upon or, in default of agreement, to be appointed by the Conciliation Commissioner for the district. Either side shall have the right of appeal to the Court against a decision of any such committee upon giving to the other side written notice of such appeal within fourteen days after such decision has been made known to the party desirous of appealing.

And whereas pursuant to the provisions of clause 10 of the said award such dispute was referred to a committee consisting of two representatives of the said employer company and two representatives of the said union, together with Mr. M. J. Beardon, a Conciliation Commissioner, as Chairman: And whereas the said dispute was heard by the said committee at Hamilton on the 23rd day of December, 1940, and the

Chairman of the said committee delivered the decision of the said committee on the said dispute in writing under date the 6th day of January, 1941, in the following terms:—

TAXI-TELEPHONISTS' AWARD,

Decision of Disputes Committee.

A meeting of a Disputes Committee set up under the provisions of the New Zealand (except Nelson and Marlborough) Taxi-telephonists' award was held at Hamilton on 23rd December, 1940.

By agreement between the parties, Mr. M. J. Beardon, Conciliation Commissioner, was appointed Chairman. The Clerical Workers' Union was represented by Messrs. A. S. Herring and R. P. Smith. Messrs. Gilling and King represented Atta Taxi Co.

Mr. Herring opened the proceedings by stating the facts of the case:—

The Atta Taxi Co. employs three workers—three taxi-telephonists—two females and one male. One female worker commences in the early morning to afternoon, the second female worker from afternoon to evening, and from 10.30 p.m. to 2 a.m., and from 4 a.m. to 8 a.m. a male worker named Wright is employed.

The question in dispute is—

Is Wright a shift-worker?

The facts as stated above are admitted by the representatives of the Atta Taxi Co. Messrs. A. S. Herring and R. P. Smith, for the Clerical Workers' Union, submit that this is shift-work. I am of opinion, however, that the employer can decide whether he works shifts or not, as the clause reads: "It shall be competent for an employer to work shifts" In this case the employers did not alter their system to conform to the award, but carried on the practice which has been in vogue for some years. The employers are further strengthened in their attitude by a decision of the Court of Arbitration, to be found in Vol. XI, at p. 163.

"Memorandum.

"This award embodies, without alteration, the agreement of the parties. The employers asked the Court to alter the provisions of clause 1 so as to enable them to give workers more than an hour for a meal. This was objected to by the union, and the Court has not made any alteration in the clause. It is desirable, however, to say that in the opinion of the Court it is open for an employer to give an assistant time off during the day so that on ordinary occasions his week's work shall not exceed fifty-two hours, and so that his work shall cease at 9.30 p.m. on Saturday and at 6 p.m. on other days except the statutory half-holiday."

It will be seen, therefore, that the employers are within their rights in making a break of two hours during the night in the case of Wright.

With regard to the question of rotation, I think it is possible for the employers to rotate with the two girls and leave the male worker out of the scheme. Indeed, several clauses of the award prevent the employer from rotating where males and females are employed. Section 3, subsection (c), of the "Hours of Work" stipulate that—

"Female workers shall not be employed between the hours of 11 p.m. and 7 a.m., and overtime rates shall be paid to female workers for time worked after 10.30 p.m."

Then, again, in clause 3 (d) we have further confirmation of this point, as follows:—

“Shifts shall rotate not less frequently than monthly, males and females separately.”

In the circumstances, I am of opinion that the award expressly prohibits, by these two clauses, the employment of the female workers during the late hours of the night and early morning, and also prohibits the rotation of males with females.

The union's submission is that the two hours should be counted as time worked. Against that submission, the opinion of the Court of Arbitration, delivered by Mr. Justice Frazer in the Canterbury Taxi-cab Drivers' award, may be found in Vol. XXIII, at p. 70:—

“Opinion of the Court, delivered by Frazer, J.

“The award specifies only the maximum weekly hours, and it is therefore competent for an employer to arrange the working-hours, within that limit, in such a manner as will best enable him to carry on his business. The principle is recognized in other awards in which the exigencies of the business require the working-day to extend over a long period of time, as for example, the Tramway Employees' awards and the Hotel Employees' awards, where a daily 'spread' had been specifically fixed, though the actual hours of work have been limited or reduced as in the present case.”

Then there is the question of working a man during the night hours at ordinary rates. I am of opinion that this point has been answered by the Court of Arbitration under the Presidency of Mr. Justice Sim, in Vol. X at p. 449:—

“We think that the time during which a night-watchman is free to lie down and go to sleep ought not to be reckoned in the period of hours during which he is working. It is true that during that time he has to remain on his employer's premises and get up when required to do so; but unless he is called and required to get up, he cannot be said to be working during those hours. Of course, if he is called and has to get up during the time he is allowed to sleep, then he is entitled to be paid for that time; and if in that week he worked more than sixty-three hours, he would be entitled to overtime; but unless he is called during those hours that time ought not to be reckoned in the sixty-three hours. What we decide is that the time during which a man is sleeping cannot be reckoned as working-time. Sleeping is not ordinarily regarded as working, and we do not see why it should be so regarded in this particular case.

“We hold that no breach has been committed, and the application is dismissed.”

In the dispute in question Wright has been allowed to have his bed alongside the telephone, and it is not incumbent upon him to be actually at work during the whole time. However, the employers have offered no objection to that, and I think the practice is one which brings the employers within the provisions of the award.

[L.S.]

M. J. REARDON,
Conciliation Commissioner.

And whereas within fourteen days after the said decision was made known to it the said union gave to the said company in writing notice of appeal to the Court of Arbitration against such decision:—

Now the said the Auckland Clerical Workers and Office Staff Employees' Industrial Union of Workers, doth hereby appeal to the

Court of Arbitration against the decision of the said committee on the grounds that the decision of the said committee is erroneous in point of fact and in point of law.

Dated at Auckland, this 8th day of April, 1941.

[L.S.]

WM. R. TUCK,
Counsel for Appellant Union.

JUDGMENT OF THE COURT, DELIVERED BY TYNDALL, J.

This is an appeal from the decision of a Disputes Committee set up under clause 10 of the New Zealand (except Nelson and Marlborough) Taxi-telephonists' award (Book of Awards, Vol. XXXIX, p. 188).

The dispute has arisen over the interpretation to be given to clause 3 of the award in relation to the employment of a male switchboard attendant named Wright.

The main facts are covered in the case on appeal. Clause 3 of the award, although defectively drawn, appears to contemplate two forms of employment—shift-work and work other than shift-work. The provisions applying to work other than shift-work are of a very wide nature. The only conditions to be satisfied in regard to ordinary hours are that they shall be eighty-eight per fortnight and not exceeding fifty per week, the circumstance mentioned in the last proviso to clause 3 (a) not having arisen. The clause imposes no restrictions whatever in regard to the number of hours that may be worked daily or the manner in which they may be worked, nor is there any restriction in the nature of clock-hours. The daily hours worked by Wright, therefore, are within the provisions of the award applying to work other than shift-work.

In regard to shift-work, clause 3 (b) prescribes that it shall be competent for an employer to work shifts under certain conditions, and clause 3 (d) contains a mandatory requirement that shifts shall rotate not less frequently than monthly, males and females separately.

The question as to what constitutes shift-work was discussed by several judges in *Grant v. Ross and Glendining, Ltd.* ([1941] G.L.R. 43) and in *Crombie v. Ross and Glendining, Ltd.* ([1941] G.L.R. 48), (both cases recorded in Book of Awards, Vol. XLI, p. 124). If the tests used in those cases to determine what is shift-work are applied to the employment of Wright, there appears little doubt that he is engaged on shift-work. There is, however, one important point of distinction between the circumstances in the above-mentioned cases and the circumstances in the present case.

In the decisions on the former cases it was found by the learned Judges that the notion of rotation is not essential to a shift, and it was pointed out that this view was

recognized by the wording of the Woollen Mills Labour Legislation Suspension Order 1940 (Serial number 1940/132), the interpretation of which was being considered.

The order contained the following clause:—

Shifts shall be rotated where practicable.

In the present case the award contains a mandatory requirement that shifts shall rotate, there being no provision for relaxation of the requirement on the grounds of impracticability. In other words, shift-work without rotation is not contemplated under the award.

As Wright is the only male switchboard attendant, and as the award prohibits the employment of female workers between 11 p.m. and 7 a.m. and also provides that there must be separate rotation of male and female shift-workers, it is impossible to comply with the provisions of the award in regard to shifts unless a further male worker or further male workers are engaged.

We can find nothing in the award to prohibit an employer employing but one male switchboard attendant, and as the employment of Wright in so far as daily hours are concerned complies fully with clause 3 (a) of the award, we feel we cannot disturb the decision of the Disputes Committee.

The appeal is accordingly dismissed.

Dated the 24th day of September, 1941.

[L.S.]

A. TYNDALL, Judge.

NEW ZEALAND MARINE ENGINEERS (COASTAL SHIPPING COMPANIES).—AGREEMENT UNDER LABOUR DISPUTES INVESTIGATION ACT, 1913.

THIS industrial agreement, made in pursuance of the Labour Disputes Investigation Act, 1913, this 24th day of April, 1941, between the New Zealand Institute of Marine and Power Engineers (Incorporated) (hereinafter called "the Institute"), of the one part, and the—

Anchor Shipping and Foundry Co., Ltd.
 Canterbury Shipping Co., Ltd.
 Dalgety and Co., Ltd.
 Eclipse Shipping Co., Ltd.
 Eckford Shipping Co., Ltd.
 Gisborne Sheep-farmers' and Frozen Meat Co., Ltd.
 Holm Shipping Co., Ltd.
 Karamea Shipping Co., Ltd.
 Levin and Co., Ltd.
 Richardson and Co., Ltd.
 South Taranaki Steamship Co., Ltd.

(hereinafter called "the employers"), of the other part, whereby it is mutually agreed by and between the parties hereto as follows:—

1. That the terms, conditions, stipulations, and provisions contained and set out in the schedule hereto shall be binding upon the parties, and they shall be deemed to be and are hereby declared to form part of this agreement.

2. The said parties hereto shall respectively do, observe, and perform every matter and thing by this agreement and by the said terms, conditions, stipulations, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this agreement or of the said terms, conditions, stipulations, and provisions, but shall in all respects abide by and perform the same.

SCHEDULE.

Wages.

1. (a) The rate of wages to be paid per calendar month to engineers employed on vessels belonging to the employers and covered by this agreement shall be as follows (on the basis of the nominal horse-power of each vessel):—

	Chief.	Second.	Third.
	£ s. d.	£ s. d.	£ s. d.
Under 20 n.h.p.	35 11 8	..	..
20 and under 40 n.h.p.	37 11 8	..	..
40 and under 60 n.h.p.	38 1 8	29 16 8	27 1 8
60 and under 80 n.h.p.	39 1 8	29 16 8	28 1 8
80 and under 100 n.h.p.	40 1 8	30 16 8	28 1 8
100 and under 150 n.h.p.	41 1 8	30 16 8	28 1 8
150 and under 200 n.h.p.	42 6 8	33 1 8	28 11 8

(b) The above scale does not prescribe the number of engineers to be carried on any vessel.

(c) Vessels with freezers working and running under 150 miles to pay £1 per trip to each engineer in addition to the ruling rates of pay.

(d) Vessels with freezers working and running over 150 miles to pay £2 per trip to each engineer in addition to ruling rates of pay.

(e) For the purpose of the two preceding subclauses a trip shall be taken to mean from the loading of frozen cargo in one port to its final discharge in another.

(f) The nominal horse power of vessels with reciprocating engines is to be ascertained by dividing the sum of the squares of the diameters in inches of the steam cylinders in

the engine-room by thirty. Pulsometers and accumulators shall not, however, be included in the computation of the nominal horse-power. The method of determining the nominal horse-power of internal-combustion engines, main and auxiliary, shall be as follows:—

$$\frac{N. \quad D. \quad \sqrt{S.}}{4.}$$

where—

N is number of cylinders.

D is diameter of cylinders in inches.

S is stroke in inches.

$\frac{\text{B.h.p.}}{5}$ is n.h.p. of internal-combustion engines other than Diesel.

B.h.p. is brake horse-power.

(g) In the case of a turbine vessel, or a vessel with combination reciprocating and turbine engines, the nominal horse-power is to be ascertained by multiplying the grate area in square feet of the main boiler by one and a quarter and adding thereto the nominal horse-power of the engine-room auxiliaries ascertained as aforesaid.

(h) The area of a furnace is to be ascertained by multiplying the length in feet of its fire-grate by the mean width in feet of the fire-grate.

(i) "Main boiler" includes any boiler that may be used for propulsion, whether actually used or not.

(j) For the purpose of calculating payments for broken periods, a calendar month shall be reckoned as thirty days.

Hours of Duty.

2. (a) Except as hereinafter provided, the time of duty in port or at sea, or partly in port and partly at sea, shall not be more than eight hours in a day, exclusive of meal-hours.

(b) The hours of duty in port shall be between 7 a.m. and 5 p.m., unless the vessel is being treated as at sea under clause 5 hereof.

(c) Should an engineer be on duty for twenty-four hours consecutively, he shall have eight hours off duty for rest, and such eight hours shall not be counted as time off under clause 14 hereof: Provided that if the vessel leaves port before the eight hours off duty are completed, such time off shall cease at the hour of departure.

Overtime.

3. (a) Except as otherwise provided, all duty performed in addition to the ordinary hours of duty shall be paid for at the rate of 3s 11d. per hour, with a minimum payment of half an hour.

(b) For all overtime worked on vessels carrying less than three engineers the employer shall pay up to a maximum amount equivalent to 15 per cent. of the engineer's monthly wages as prescribed by clause 1 hereof and allow him, in addition, in lieu of further payment for overtime, time off hour for hour in his home port: Provided that such time off shall be allowed to accumulate and be given at intervals of not less than three months: Provided, further, that if it is not practicable to allow such time off it shall be deemed sufficient compliance with this subclause if the employer pays for all overtime at the rate provided in subclause (a). Notwithstanding anything elsewhere contained in this agreement, for the purposes of this subclause a day shall be regarded as a period of eight hours.

(c) For shifting ship (except in hours of duty):—

- (1) Overtime is to be reckoned from the hour at which power is ordered.
- (2) Warming-up time is to be included.
- (3) Any fraction of the first hour is to be reckoned as half an hour, except where an engineer is ordered to be on board, when the minimum shall be one hour.

Subject to the provisions of this clause as to overtime payment, all engineers shall be liable for duty at any time at sea or in port.

(d) Exclusive of the time or hours of duty and without payment of overtime, all engineers shall—

- (1) Attend, when required, any boat drill, fire drill, or medical inspection.
- (2) Do any emergency work required for the safe navigation or safety of the vessel when in immediate peril.
- (3) Do "stand-by" duty for a time not exceeding on any one occasion half an hour when entering or leaving port.

Shipkeeping.

4. (a) Except as hereinafter provided, if required by the employer an engineer may be called upon to remain on board as shipkeeper from 5 p.m. to 7 a.m., for which he shall be paid the sum of £1 or be allowed a working-day off in lieu thereof, and for any shorter periods of shipkeeping duty

performed between the above-named hours the engineer shall be paid at the rate of 2s. 8d. per hour or be allowed time off hour for hour in lieu thereof, but in no case shall the payment for shorter periods of shipkeeping exceed the full payment of £1 for the night.

(b) Any time off due under this clause may be given at the same or any other port within the voyage or voyages of the vessel, or if not so given shall be allowed to accumulate and either be added to the annual leave or given at a time to be mutually arranged between the engineer and his employer.

(c) If the services of an engineer who is shipkeeping be used for the purpose of shifting ship or for repairs or for any other such purpose, he shall be paid at the rate of 1s. 3d. per hour of duty in addition to the payment for shipkeeping, with a minimum of half an hour.

(d) Where there are three engineers or less the Chief Engineer shall be required to carry out the duties of shipkeeping in rotation with the other engineers.

(e) When a working-day off is given under this clause no additional time off shall be given under clause 2 (c) hereof in respect of the same occasion.

Watches in Port.

5. Engineers shall not be required to keep watches in port, except in an unsafe port, or unless the stay in port be less than twenty-four hours, or except for a time not exceeding twelve hours before the departure of a vessel.

Annual Leave.

6. (a) Every engineer who serves the employer continuously for twelve months shall be allowed by the employer leave of absence on full pay (without victualling and accommodation allowance) once in each year of his service—a Chief Engineer for a continuous period of twenty-one days, and all other engineers for a continuous period of fourteen days—at such time as the employer shall determine.

(b) At the option of the employer this leave of absence may be postponed in whole or in part and the unused leave accumulated so that it be not postponed beyond the second year.

(c) The leave of absence is to be notified by the employer as early as practicable before its commencement and is to begin and end at the home port.

(d) Upon the leave of absence expiring, if an engineer reports himself as ready to resume duty and his ship is not available he shall be paid wages at holiday rates (without

victualling allowance) as from the date upon which he reports for duty. While on pay waiting for the arrival of his vessel in port or otherwise the engineer may be required to do any appropriate work.

(e) The holiday for an engineer who has been promoted during the period entitling him to the holiday shall be calculated proportionately to the respective times of his service in each rank.

(f) After the completion of six months' service with the same employer, if an engineer resigns or is discharged for any cause other than misconduct, *pro rata* leave shall be allowed for all service of six months or more.

(g) An engineer shall not accept other employment outside the service of his own company whilst on holiday leave or while receiving accumulated time off.

Victualling and Accommodation.

7. Except during absence on leave, every engineer shall be entitled to meals and proper accommodation up to the ordinary standard either on his vessel or on another convenient vessel of the same owner, or else to receive an allowance as follows:—

	Chief Engineers.	All other Engineers.
For victualling and accommodation ..	13s. 6d. per day	12s. 6d. per day or £3 15s. per week.
For accommodation only	5s. 6d. per day	5s. 6d. per day.
For victualling only	8s. 6d. per day	8s. 6d. per day.
Single-meal rate	2s. 6d.	..

Accommodation allowance not to be payable to an engineer in the port where he has his home.

Vessels out of Commission.

8. If while a vessel is out of commission or laid up for repairs the employers retain the services of any engineer for any work in connection with the ship, such engineer shall be entitled to sea-pay and also (if not found on the vessel or on another convenient vessel of the same owner) to victualling and/or accommodation allowance according to the provisions of clause 7 hereof for the time he is actually engaged in such work up to and not exceeding fourteen days, and for any longer time a Chief Engineer or Second Engineer shall be entitled to sea-pay only, and any engineer under the rating of Chief or Second Engineer to not less than the ruling rate for leading hands at the port.

Travelling.

9. Every engineer shall be entitled to full pay for travelling-time, and also to free passage either on his employer's vessel or by any such appropriate means of transit as the employer may select and to his reasonable travelling-expenses:—

- (1) In the case of travelling under the instruction of the employer.
- (2) In the case of travelling to and from his home port on annual leave.
- (3) In the case of his services ending elsewhere than at his home port.
- (4) Subclause (3) does not apply to an engineer who is dismissed for misconduct or resigns.
- (5) The free passage is to be in the first class, and when travelling by train shall include sleeper if available.

Transfer.

10. (a) Whenever an engineer has to change his home port in consequence of a transfer from one service or ship to another of the same employer he shall be allowed, on giving reasonable notice, free first-class passage for his family and free conveyance for his effects by such appropriate means of transit as the employer shall select.

(b) This clause shall not, however, apply in the case of an engineer who changes his home port to suit his own convenience.

(c) When an engineer is at his own request transferred from one vessel to another, he shall not be entitled to wages or victualling allowance whilst waiting.

Getting ready for Sea.

11. When an engineer, before signing articles, is sent on board any vessel for the purpose of getting her ready for sea, his right to pay and victualling and/or accommodation allowance shall be taken to begin at the time he goes on board for such purpose.

Medical Benefits.

12. (a) Where an engineer is invalided on shore in or beyond New Zealand with illness or accident contracted in the service of the vessel or at any time after joining the vessel, he shall be granted the benefits of section 6 of the New Zealand Shipping and Seamen Amendment Act, 1911, and if invalided on shore beyond New Zealand shall (except

in case of death) be returned to his port of shipment in New Zealand, and his wages shall continue until the time at which he should in due course arrive at such port.

(b) This clause does not apply in cases of illness due to the engineer's own wilful act or default or to his own misbehaviour.

Uniform Trimmings.

13. Should the engineer requisition for same, one set of uniform trimmings shall be provided by the employer in each year of service free of charge to any engineer who is required by the employer's regulations to wear same.

Time Off.

14. Whenever possible, a period of twenty-four consecutive hours off duty once in every calendar month shall be allowed to each engineer, and if practicable this interval shall be given in the engineer's home port or in one of the principal ports: Provided that such time off may be given at other ports if the engineer shall request and the Chief Engineer agree to the time off being given at such other port: Provided, further, that should such period of twenty-four hours be not given in any month, it may accumulate from month to month, and the time so accumulated be given at a time or times to be mutually arranged between the engineer and his employer.

Home Port.

15. The home port of each engineer shall be approved by his employer.

Within one month of the date of the coming into force of this agreement each engineer shall supply to his employer the name of the port selected by him as his home port, and, except by mutual consent, no change in home ports shall be made during the currency of this agreement.

Should any engineer fail to nominate his home port as provided herein, his employer shall be entitled to allot him a home port, which shall remain unaltered, except by mutual consent, for the duration of this agreement.

Sundays and Holidays.

16. (a) In Port: For all duty in port on Sundays or holidays, even within the time or hours of duty, an engineer shall be paid at the overtime rate. This provision shall not apply to shipkeeping.

(b) At Sea: In the case of vessels arriving in port or which are at sea on Sundays and holidays, watchkeepers shall be entitled to one-eighth of their daily rate for each hour worked up to eight, and thereafter to overtime rates. At the option of the employer, engineers may be granted time off hour for hour at their home port or the accumulated time can be dealt with under clause 3 (b) hereof.

(c) If the Sunday sailing is caused through the vessel being detained in a bar harbour, or if a vessel is prevented owing to the bar harbour being unworkable from entering a bar harbour until Sunday, the foregoing provisions shall not apply.

(d) The holidays referred to in this clause are New Year's Day, Good Friday, Easter Monday, Anniversary Day, Labour Day, the birthday of the reigning Sovereign, Christmas Day, and Boxing Day.

(e) Anzac Day shall be considered as a Sunday.

Accommodation.

17. (a) The employer shall make the necessary arrangements to ensure that the engineer's accommodation and the approaches thereto are kept in a clean and sanitary condition.

(b) The rooms shall be fumigated, cleaned, and painted during the annual overhaul of the vessel.

Definitions.

18. (a) "Arrival" means the time when the vessel is finally moored at the place in any port, bay, river, or roadstead where cargo, coal, mails, or passengers are to be shipped or unshipped.

(b) "Departure" means when the vessel unmoors or weighs anchor from her last loading or discharging berth in a port, whether she then immediately proceeds to sea or not.

(c) "In port" means the time from arrival to departure.

(d) "Shipkeeping" covers such duties as may be necessary for keeping engines and/or power in readiness or use for any purpose whatsoever; also for the safety of the vessel and its machinery in port, including the carrying-out of minor adjustments that may be necessary for machinery running.

(e) "Day" means from midnight to midnight.

(f) "Week" means from midnight Saturday to midnight Saturday.

(g) For the purpose of time off a working-day shall not include a Sunday or holiday.

(h) "Principal ports" shall be Auckland, Gisborne, Napier, Wairoa, Wellington, Port Waikato, Kaipara, Foxton, Patea, New Plymouth, Wanganui, Onehunga, Nelson, Westport, Greymouth, Picton, Blenheim, Lyttelton, Timaru, Oamaru, Port Chalmers, Dunedin, and Bluff.

Matters not provided for.

19. Any dispute in connection with any matter incidental to or arising out of the interpretation of this agreement shall be settled between the particular employer concerned and the secretary of the institute, and in default of any agreement being arrived at, then such dispute shall be referred to a Committee consisting of one representative of either side, together with an independent Chairman to be mutually agreed upon. The decision of such Committee shall be binding on the parties to the dispute.

Increase in Rates of Remuneration.

20. All rates of remuneration, including overtime and other special payments provided for in this agreement, shall be subject to the provisions of the general order dated 9th August, 1940, under the Rates of Wages Emergency Regulations 1940, increasing rates of remuneration by an amount equal to 5 per cent. thereof.

Scope of Agreement.

21. This agreement shall not apply to vessels plying within extended river limits or to vessels used as lighters.

Term of Agreement.

22. This agreement shall be deemed to have come into force from the 1st day of April, 1941, and shall continue in force until the 30th day of September, 1942.

In witness whereof the parties have hereunto set their hands the day and year first above written.

For the New Zealand Institute of Marine and Power-Engineers (Incorporated), Wellington Branch—

E. E. Low, President.

W. SOMMERVILLE, Secretary.

For the New Zealand Shipowners' Federation, acting as agents for the employers—

S. HOLM, President.

C. G. CAMP, Secretary.

NOTE.—This agreement, made under the Labour Disputes Investigation Act, 1913, was filed with the Clerk of Awards at Wellington, pursuant to section 8 (1) of the said Act, on the 12th day of September, 1941.

NORTHERN INDUSTRIAL DISTRICT CONCRETE-WORKERS.— AWARD.

In the Court of Arbitration of New Zealand, Northern Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments; and in the matter of an industrial dispute between the Auckland Brick, Tile, Pottery, Clay, and Concrete-ware Employees' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

Aitken's Concrete Works (G. W. Aitken), Carnovan Street, Gisborne.
 B. and B. Concrete Co., Ltd., 25 Crowhurst Street, Auckland S.E. 1.
 Bray, A. E., Mount Albert, Auckland.
 Bryant, A. W., Customs Street West, Auckland.
 Concrete Products, Ltd., 615 Dilworth Building, Auckland C. 1.
 Cowperthwaite Ltd., 852 Three Kings Road, Auckland S. 1.
 Craig, J. J., Ltd., 100 Queen Street, Auckland C. 1.
 Cruickshanks, Crownhill, Milford.
 Firth Concrete Co., Ltd., 59 Lake Road, Frankton.
 Funnell, W. R., 5 Great South Road, Auckland.
 Hume Pipe Co., Ltd., Dilworth Building, Queen Street, Auckland.
 McKenzie and Mason, Whangarei.
 Mount Albert Concrete Works, Sandringham Road, Auckland S.W. 1.
 Napier Concrete Co., Queen's Arcade, Customs Street, Auckland.
 New Firth's Pumice Co., Ohinewai.
 N.Z. Steel Pipe and Tank Co., Penrose.
 Ongarue Pumice Supplies, Ongarue.
 Penman and Jeffrey, 19 Crowhurst Street, Auckland S.E. 1.
 Petrons Tile Co., Penrose.
 Pyramid Concrete Co., Hamilton.
 Reid Concrete Works, Manukau Road, Royal Oak.
 Reid Concrete Works, Ngatea.
 Roberts, G. C., Dive Crescent, Tauranga.

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the above-mentioned dispute, and having heard the union by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, doth hereby order and award :—

That, as between the union and the members thereof and the employers and each and every of them, the terms, conditions, and provisions set out in the schedule hereto and of this award shall be binding upon the union and upon every member thereof and upon the employers and upon each and every of them, and that the said terms, conditions, and

provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this award; and, further, that the union and every member thereof and the employers and each and every of them shall respectively do, observe, and perform every matter and thing by this award and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this award or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same. And the Court doth hereby further award, order, and declare that any breach of the said terms, conditions, and provisions set out in the schedule hereto shall constitute a breach of this award, and that a penalty as by law provided shall be payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect as from the 6th day of October, 1941, and shall continue in force until the 6th day of October, 1942, and thereafter as provided by subsection (1) (d) of section 89 of the Industrial Conciliation and Arbitration Act, 1925.

In witness whereof the seal of the Court of Arbitration hath hereto been affixed, and the Judge of the Court hath hereunto set his hand, this 30th day of September, 1941.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE.

Hours of Work.

1. (a) The ordinary hours of work for workers coming within the scope of this award shall not exceed forty hours per week, and shall be worked between 7.30 a.m. and 5 p.m. on five days of the week, Monday to Friday inclusive.

(b) Shifts of not more than eight hours per shift may be worked on five days of the week by arrangement between the employer and the workers' union.

Overtime.

2. Time worked in any one day outside the hours laid down shall be paid for at or not less than one-half as much again as the ordinary rate for the first three hours and double time thereafter: Provided that the overtime rate shall not be less than 1s. 6d. per hour.

Definitions.

3. "Moulder" is a worker in charge of pipe-machines.
 "Reinforcement-makers" are workers engaged in the manufacture of reinforcement cagings for pipes.

Wages.

4. (a) Adults: The minimum rates of wages for adult male workers shall be as follows:—

			Per Hour.	
			s.	d.
(i)	Head moulder	.. ..	2	8½
(ii)	Metal-reinforcement welders (hand)	.. ..	2	8
(iii)	Men on cement-spray guns	.. ..	2	7½
(iv)	Junction fitters and makers	.. ..	2	7
	Pattern or wooden-mould makers for concrete sundries	.. ..	2	7
(v)	Mixers for concrete pipes, posts, and other concrete products	.. ..	2	6½
	Moulders	.. ..	2	6½
	Moulders lining iron or steel pipes with concrete	.. ..	2	6½
	Men engaged on breeze-block machine	.. ..	2	6½
	Men mixing for precast stone	.. ..	2	6½
(vi)	Metal-reinforcement welders (machine)	.. ..	2	6
	Metal-reinforcement makers	.. ..	2	7
	Concrete-roofing-tile makers	.. ..	2	6
	Assemblers for pipes	.. ..	2	6
(vii)	Men engaged in the making of concrete and/or pumice coppers	.. ..	2	5½
(viii)	All other workers	.. ..	2	5

(b) Youths: Youths may be employed in the proportion of not more than one to each three or fraction of each three fully-paid workers. In special circumstances this proportion may be altered by agreement between the union and the employer or, failing a mutual agreement, the matter may be referred to the Disputes Committee.

(c) Youths' wages:—

			Per Week.		
			£	s.	d.
15 to 15½ years of age	..	..	1	5	0
15½ to 16 years of age	..	..	1	9	0
16 to 16½ years of age	..	..	1	13	6
16½ to 17 years of age	..	..	1	17	6
17 to 17½ years of age	..	..	2	1	6
17½ to 18 years of age	..	..	2	5	6

(c) Youths' wages—*continued*.

		Per Week.		
		£	s.	d.
18 to 18½ years of age	..	2	9	6
18½ to 19 years of age	..	2	13	6
19 to 19½ years of age	..	2	17	6
19½ to 20 years of age	..	3	1	6
20 to 20½ years of age	..	3	5	6
20½ to 21 years of age	..	3	9	6
Thereafter adult rates.				

(d) Nothing in this clause shall operate so as to reduce the present rate of wages of any employee in the industry.

(e) Youths shall not be employed on sand or metal trucks or work of a like heavy nature.

Holidays.

5. (a) The following shall be observed as full holidays without deductions from pay: Christmas Day, Boxing Day, New Year's Day, Good Friday, Easter Monday, Anzac Day, Labour Day, the birthday of the reigning Sovereign, and Anniversary Day.

(b) Payment of wages for the said holidays shall be made to all persons who have been employed in the factory during the fortnight ending on the day on which the holiday occurs.

(c) Every person who is actually employed on any statutory holiday shall, in addition to the payment to which he is entitled under the foregoing subclause, be paid therefor in accordance with the Factories Act and its amendments.

(d) All employees coming within the scope of this award on completion of twelve months' service shall be allowed annual leave of five consecutive days. Workers whose service is terminated other than for misconduct after two months' service shall be entitled to a proportionate holiday or pay in lieu thereof.

(e) Where practicable, such holidays shall be given in proximity to the Christmas holidays, or such other time as is mutually agreed upon.

Suburban Work.

6. (a) Suburban work means work performed outside a radius of one and a half miles from the employer's place of business, but does not in any case include work which comes within the definition of "country work."

(b) Workers employed on suburban work shall, at the expense of the employer, either proceed to and from such work or be conveyed to and from such work, as the employer shall in each case determine. Time reasonably occupied by the workers in journeying or being conveyed to and from work beyond the one and a half mile radius shall be allowed and paid for by the employer at ordinary rates.

(c) No worker residing within one and a half miles from the place where the work is to be performed by the nearest convenient mode of access for foot-passengers shall be entitled to the allowance mentioned in this clause.

(d) If any worker is required to use the ferry for the purpose of going to or returning from any place outside his employer's shop where the work is to be done his fare shall be paid by the employer.

(e) On suburban work where by reason of train, tram, or ferry service it is inconvenient to work the hours specified in clause 1 hereof it shall be competent for the employer and the workers to agree that the hours of work be extended: Provided that overtime must be paid for work done before 7.30 a.m. or in excess of nine hours in any day, or forty hours in any week.

Country Work.

7. (a) "Country work" means work done by a worker in such a locality as to necessitate his sleeping elsewhere than at his genuine place of residence in New Zealand.

(b) The provisions herein contained relative to country work shall apply whether or not the worker, prior to his accepting such country work, is already in the service of the employer, and whether the worker is engaged at the place where the work is to be done or elsewhere, and irrespective of the situation of the employer's usual place of business.

(c) The employer shall convey the worker free of charge or pay his fare to and from country work, but once only during the continuance of the work. If, however, the worker is withdrawn from such work by the employer or if he returns therefrom requiring medical attention in consequence of an accident or sickness arising out of and in the course of the employment and is in either case again required on the work, the employer shall again convey him or pay his fare to and from such work.

(d) Time occupied in travelling during ordinary working-hours once each way shall be paid for at ordinary rates.

(e) The employer shall either provide the worker while on country work with suitable board and lodging or in lieu thereof pay him for six days of the week the sum of 5s. 6d. per day: Provided that where through circumstances within the control of the employer a worker is employed upon country work for less than six consecutive days the employer shall provide such board and lodging and may not elect to make such payment in lieu thereof.

(f) Notwithstanding anything contained in this award, an employer may agree with a worker that in respect of any specified country work the hours of work shall be different from or in excess of those prescribed in this award: Provided, however, that all time worked outside or in excess of such prescribed hours shall be considered overtime and shall be paid for at the rate of 1d. per hour in addition to the ordinary rates.

(g) The provisions of board and lodging or the payment in lieu thereof shall not be made over a longer period than three months in respect of any one job.

Tools.

8. All tools shall be supplied by the employer.

Payment of Wages.

9. (a) Wages shall be paid not later than Thursday of each week during working-hours.

(b) A worker working in any department where the rate is higher than in that in which he normally works shall receive the higher rate while so employed.

(c) No deduction shall be made from the wages of any worker paid at a weekly rate save for time lost through the worker's sickness, accident, or default.

Termination of Employment.

10. All wages shall be paid on dismissal of the worker. When the worker leaves an employer of his own accord all wages due to him shall be paid by the employer within twenty-four hours.

General Conditions.

11. (a) In the event of a worker being required to work overtime after 6 p.m., and being unable to get home for a meal, he shall be paid 1s. 6d. additional for tea-money.

(b) Employers shall provide dressing-sheds and lockers to enable workers to change and dry their clothes, also meal-rooms, and they shall also provide proper sanitary conveniences.

(c) Employers shall also provide a constant supply of fresh water for washing and drinking purposes, and facilities for boiling water at meal-times.

(d) First-aid equipment shall be kept at all plants.

(e) One man shall be deputed to boil water for workers' meals before such meal-times.

(f) Piecework and contract work shall be prohibited.

(g) Workers, when working in wet places, shall be supplied with gum boots and, when necessary, gloves shall be supplied.

(h) Canvas or rubber aprons shall be provided where crude oil is being used.

(i) A milk ration of one quart a day shall be supplied to each man working duco-spray machines.

(j) Duco spraying shall be carried on in such a manner and place that it will not be injurious to other workers, and when this work is carried on in a confined space suitable fans shall be installed.

Access to Works.

12. The president, secretary, or authorized collector of the union shall be permitted to interview employees during working-hours, but not so as to interfere unreasonably with the operations of the employer's business.

Disputes.

13. The essence of this award being that the work of the employers shall not on any account whatsoever be impeded but shall always proceed as if no dispute had arisen, it is provided that if any dispute or difference shall arise between the parties bound by this award, or any of them, as to any matter whatsoever arising out of or connected therewith and not dealt with in this award, every such dispute or difference shall be referred to a committee to be composed of two representatives of each side. In default of agreement the dispute shall be referred to the Conciliation Commissioner for the district for decision.

Either side shall have the right to appeal to the Court within fourteen days after such decision has been made known to the party desirous of appealing.

Extension of Hours under Factories Act.

14. Pursuant to the provisions of section 3 of the Factories Amendment Act, 1936, the limits of hours fixed by subsection (1) of that section are hereby extended upon the terms of this award in respect of every occupier of a factory bound or to be bound by this award.

Workers to be Members of Union.

15. (a) It shall not be lawful for any employer bound by this award to employ or to continue to employ in any position or employment subject to this award any adult person who is not for the time being a member of an industrial union of workers bound by this award or who is not for the time being a member of a trade-union which was registered as such before the 1st day of May, 1936, and which is bound by this award: Provided, however, that any non-unionist may be continued in any position or employment by an employer bound by this award during any time while there is no member of a union bound by this award who is available to perform the particular work required to be done and is ready and willing to undertake it.

(b) For the purposes of subclause (a) of this clause a person of the age of eighteen years or upwards, and every other person who for the time being is in receipt of not less than the minimum rate of wages prescribed by this award for workers of the age of twenty-one years and upwards, shall be deemed to be an adult.

(NOTE.—Attention is drawn to subsection (4) of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, which gives to workers the right to join the union.)

Under-rate Workers.

16. (a) Any worker who considers himself incapable of earning the minimum wage fixed by this award may be paid such lower wage as may from time to time be fixed, on the application of the worker after due notice to the union, by the local Inspector of Awards or such other person as the Court may from time to time appoint for that purpose; and such Inspector or other person in so fixing such wage shall have regard to the worker's capability, his past earnings, and such other circumstances as such Inspector or other person shall think fit to consider after hearing such evidence and argument as the union and such worker shall offer.

(b) Such permit shall be for such period, not exceeding six months, as such Inspector or other person shall determine, and after the expiration of such period shall continue in force until fourteen days' notice shall have been given to such worker by the secretary of the union requiring him to have his wage again fixed in manner prescribed by this clause: Provided that in the case of any person whose wage is so fixed by reason of old age or permanent disability it may be fixed for such longer period as such Inspector or other person shall think fit.

(c) Notwithstanding the foregoing, it shall be competent for a worker to agree in writing with the president or secretary of the union upon such wage without having the same so fixed.

(d) It shall be the duty of the union to give notice to the Inspector of Awards of every agreement made with a worker pursuant hereto.

(e) It shall be the duty of an employer, before employing a worker at such lower wage, to examine the permit or agreement by which such wage is fixed.

Application of Award.

17. (a) The provisions of this award shall apply to workers engaged in the manufacture of concrete and/or pumice articles, including pipes, kerbing, slabs, fencing-posts, wash-tubs, troughs, coppers, tanks, blocks, poles, air-vents, cisterns, tiles, precast stone, and any other article manufactured from concrete, pumice, or breeze.

(b) This award shall apply to the original parties named herein, and shall extend to and bind as subsequent party hereto every trade-union, industrial union, industrial association, or employer who, not being an original party hereto, is, when this award comes into force or at any time whilst this award is in force, connected with or engaged in the industry to which this award applies within the industrial district to which this award relates.

Increase in Rates of Remuneration.

18. All rates of remuneration, including time and piece wages and overtime and other special payments provided for in this award, shall be subject to the provisions of the general order dated the 9th August, 1940, under the Rates of Wages Emergency Regulations 1940, increasing rates of remuneration by an amount equal to 5 per cent. thereof.

Scope of Award.

19. This award shall operate throughout the Northern Industrial District.

Term of Award.

20. This award shall come into force on the 6th day of October, 1941, and shall continue in force until the 6th day of October, 1942.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the Court hath hereunto set his hand, this 30th day of September, 1941.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM.

This award embodies the agreement of the parties arrived at either in Conciliation Council or during the hearing of the dispute by the Court.

A. TYNDALL, Judge.

**NORTHERN INDUSTRIAL DISTRICT LAUNDRY WORKERS,
DYERS, AND DRY-CLEANERS.—AWARD.**

In the Court of Arbitration of New Zealand, Northern Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments; and in the matter of an industrial dispute between the Auckland Laundry Workers, Dyers, and Dry-cleaners' Industrial Union of Workers (hereinafter called "the union") and the undermentioned union, Boards, persons, firms, and companies (hereinafter called "the employers") :—

The Auckland Laundrymen, Dyers, and Dry-cleaners' Industrial Union of Employers, National Insurance Buildings, 12 O'Connell Street, Auckland C. 1.

"Awanni" Private Hospital, 1 Brightside Road, Epsom.

Auckland Hospital Board, Auckland C. 1.

Advance Dry Cleaners, Devonport Road, Tauranga.

Bates, Mrs., 3 Norana Avenue, Remuera.

Budge, Mrs., 8 Belle Vue Road, Mount Eden.

British Excelsior Laundry, 305 Dominion Road, S. 2.

British Laundry, Parnell.

Burt's Laundry, 240 Queen Street, Onehunga.

Bagwash Laundry, Wood Street, Paeroa.

Bagwash Ltd., Claude Street, Claudelands.

Coromandel Hospital Board, Coromandel.
 Culpán's Dry Cleaners, Ltd., Parnell.
 "Cairnhill" Private Hospital, Mountain Road, Epsom.
 Coupland, Miss, Great South Road, Otahuhu.
 Cook Hospital Board, Gisborne.
 Green Lane Bagwash, 177 Green Lane S.E. 4.
 Grosvenor Laundry, Grosvenor Street, Grey Lynn.
 Home of the Good Shepherd, Waikowhai.
 "Huia" Private Hospital, Grafton Road, Grafton.
 Henry's Dry Cleaners, Newmarket.
 Ideal Laundry, Whangarei.
 Kelsall, Miss, Pah Road, Epsom.
 Mater Misericordiae Hospital, Mountain Road, Epsom.
 Marine Suburbs Bagwash, Church Street, Devonport.
 Meiklejohn's North Bagwash, Church Street, Devonport.
 Moody's Dye Works, Ltd., Crowhurst Street, Newmarket.
 "Mount Pleasant" Private Hospital, Princes Street, Auckland C.1.
 New Auckland Laundry, Ltd., Surrey Crescent, Grey Lynn.
 Newmestic Laundry, Surrey Crescent, Grey Lynn.
 New Lynn Laundry, Totara Avenue, New Lynn.
 N.Z. Dry-cleaning Co., Ltd., Howe Street, Auckland.
 N.Z. Towel Supply and "Tri" Cleaners, Ltd., Victoria Street, Auckland.
 Northern Steamship Co., Auckland C.1.
 Peat and Sons, 66 New North Road, Eden Terrace.
 Perkinson's Laundry, Tauranga.
 Porter's Dye Works and Dry Cleaners, Ltd., 83 Market Road, Epsom.
 "Rāwhiti" Private Hospital, Mount Eden Road, Mount Eden.
 Rotorua Electric Laundry, Hanpapa Street, Rotorua.
 St. Helen's Hospital, Auckland C.1.
 Snow White Laundry, King Street, Whakatane.
 Taumarunui Electric Laundry, Manute Street, Taumarunui.
 Taumarunui Hospital Board, Taumarunui.
 Tauranga Hospital Board, Tauranga.
 Thames Hospital Board, Thames.
 United Dry Cleaners, Ltd., Surrey Crescent, Grey Lynn.
 Waikato Bagwash, Frankton Junction.
 Waikato Hospital Board.
 Whangarei Hospital Board, Whangarei.
 The Gisborne Steam Laundry, Gisborne.
 The Excelsior Laundry, Gisborne.

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the above-mentioned dispute, and having heard the union by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, doth hereby order and award:—

That, as between the union and the members thereof and the employers and each and every of them, the terms, conditions, and provisions set out in the schedule hereto and of this award shall be binding upon the union and upon every member thereof and upon the employers and upon each and every of them, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this award; and, further, that the union and every member thereof and the employers and each and every of them shall respectively do, observe, and perform every matter and thing by this award and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this award or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same. And the Court doth hereby further award, order, and declare that any breach of the said terms, conditions, and provisions set out in the schedule hereto shall constitute a breach of this award, and that a penalty as by law provided shall be payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect as from the 22nd day of September, 1941, and shall continue in force until the 22nd day of September, 1942, and thereafter as provided by subsection (1) (d) of section 89 of the Industrial Conciliation and Arbitration Act, 1925.

In witness whereof the seal of the Court of Arbitration hath hereto been affixed, and the Judge of the Court hath hereunto set his hand, this 19th day of September, 1941.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE.

Industry to which Award applies.

1. This award shall apply to the laundering, dry-cleaning, and dyeing industry.

Hours of Work (other than Depot Hands).

2. (a) The ordinary hours of work shall not exceed forty hours in any one week.

(b) Except as otherwise provided in subclause (e) of this clause, the ordinary hours of work shall be worked on five days of the week, Monday to Friday, both days inclusive. On one day of the week the ordinary hours shall be arranged between the hours of 8 a.m. and 6 p.m., and on the other four days between the hours of 8 a.m. and 5 p.m.

(c) No worker shall be employed for more than four hours and one-quarter continuously without an interval of three-quarters of an hour for a meal.

(d) An interval for morning and/or afternoon tea shall be arranged each day. The intervals shall not exceed a total of fifteen minutes a day and shall be in the worker's time, not counting as time worked.

(e) In a dry-cleaning factory with a total staff of ten or more workers two sorters may be employed for four hours on Saturday morning; and in a dry-cleaning factory with a total staff of less than ten workers, one sorter may be employed on Saturday morning: Provided that not more than forty hours are worked in any one week without payment of overtime. And provided further that a worker employed on Saturday morning under this subclause shall be paid, in addition to the weekly wage, half time ordinary rate for the time worked.

(f) Four male workers in a factory with a total staff of fifty or more workers, and two male workers in a factory with a total staff of less than fifty workers, may be required to work between 7 a.m. and 8 a.m. on the first working-day of any week, and time so worked shall be paid for at the rate of time and a half in addition to the weekly wage.

Hours of Work (Depot Hands).

3. The ordinary hours of work for depot hands shall be forty-four per week, to be worked on five and a half days of the week.

Wages.

4. The following shall be the minimum weekly rates of wages:—

(a) Male workers—

[illegible]

(b) Female Workers—

Age commencing at Trade.	First Year.		Second Year.		Third Year.		Fourth Year.		Thereafter.
	First Half	Second Half	First Half	Second Half	First Half	Second Half	First Half	Second Half	
Under 16 years	17/6	21/6	25/6	29/6	33/6	37/6	42/6	42/6	50/-
16 to 17 years ..	20/-	24/-	28/-	32/-	36/-	40/-	42/6	42/6	50/-
17 to 18 years ..	22/6	26/6	30/6	34/6	38/6	42/6	42/6	50/-	50/-
18 to 19 years ..	25/-	29/-	33/-	37/6	42/6	42/6	50/-	50/-	50/-
19 to 20 years ..	27/6	32/6	37/6	42/6	42/6	50/-	50/-	50/-	50/-
20 to 21 years ..	30/-	36/-	42/6	42/6	50/-	50/-	50/-	50/-	50/-

(c) A worker substantially employed as a hand washer-woman shall be paid a minimum wage of £2 15s. per week.

(d) A depot hand shall be paid 5s. per week in addition to the wage to which she is entitled under subclause (b) of this clause.

(e) A worker employed substantially at hand ironing shall be paid 5s. per week in addition to the wage to which she is entitled under subclause (b) of this clause.

(f) A worker employed substantially as a shirt and collar-machinist shall be paid 5s. per week in addition to the wage to which she is entitled under subclause (b) of this clause.

(g) A worker when employed to operate a twin and/or two or more presses in a laundry shall be paid 4s. per week in addition to the wage to which she is entitled under subclause (b) of this clause.

Shirt machines and handkerchief machines are not presses within the meaning of this clause.

(h) Any worker—male or female—employed substantially at sorting, marking, and/or checking shall receive 5s. per week in addition to the wage to which he or she is entitled under subclauses (a) or (b) hereof.

(i) In a department in which four or more workers—other than casuals—are employed one shall be classified as the “foreman” or “forewoman” and shall be paid 10s. per week in addition to the wage to which he or she is entitled under subclauses (a) or (b) of this clause.

(j) In a department in which less than four workers—other than casuals—are employed one shall be classed as the “foreman” or “forewoman” and shall be paid 5s. per week in addition to the wage to which he or she is entitled under subclauses (a) or (b) of this clause.

(k) The foreman dyer shall be paid a minimum wage of £6 5s. per week.

(l) Casual workers shall be paid one-third more than the weekly rates, exclusive of washerwomen employed by the day. A "casual worker" is one employed for less than one week.

Casual hand washerwomen: 12s. 6d. per day.

(m) A male worker required to attend to the boiler shall be paid 10s. per week in addition to the wage to which he is entitled under subclause (a) of this clause.

(n) In hospital laundries where workers have to handle materials which are recognized as septic, contagious, or infectious the rates of wages for such work shall be increased by 25 per cent. while such materials are being handled.

(o) No worker of the age of twenty-one years and upwards shall be paid less than the basic wage for the time being prevailing.

Increase in Rates of Remuneration.

5. All rates of remuneration, including time and piece wages and overtime and other special payments, provided for in this award shall be subject to the provisions of the general order dated the 9th August, 1940, under the Rates of Wages Emergency Regulations 1940, increasing rates of remuneration by an amount equal to 5 per cent. thereof.

Steaming-up Time.

6. Where any worker under this award is required to get up steam when starting work, or to bank fires when ceasing work, and this involves his working outside his ordinary working-hours, he shall be paid for such time in accordance with the provisions of section 3, subsection (4), of the Factories Amendment Act, 1936.

Overtime.

7. (a) All time worked outside of or in excess of the hours provided in clauses 2 and 3 hereof shall be paid for at the rate of time and a half for the first four hours and double time thereafter. Overtime shall be calculated on a daily basis.

(b) *Meal-money:* If overtime is worked after 6 p.m. the employer shall pay the worker 1s. 6d. meal-money unless notice is given on the previous day that overtime will be worked.

(c) If a worker is notified that overtime shall be worked on the following day and overtime is not worked, the employer shall pay the worker 1s. 6d. meal-money.

Deductions from Wages.

8. The wages specified in this award are weekly wages, and no deduction shall be made therefrom except for time lost by the worker through sickness, accident, or default.

Payment of Wages.

9. Wages, including overtime, shall be paid weekly and in the employer's time, and not later than Thursday of each week.

Termination of Employment.

10. Not less than seventy-two hours' notice shall be given by either party of the termination of the engagement; but nothing in this clause shall prevent an employer from summarily dismissing any worker for misconduct.

Holidays.

11. The following shall be recognized holidays: New Year's Day, Good Friday, Easter Monday, Anzac Day, Labour Day, the birthday of the reigning Sovereign, Christmas Day, Boxing Day, and Anniversary Day.

Annual Holiday.

12. (a) One holiday of one week on full pay shall be granted to each worker under this award on completion of each year of service, and at a time to be mutually arranged between the employer and the worker. In the absence of agreement between the worker and the employer as to the date on which the holiday is to be allowed, the holiday shall be given and taken within two months of the end of the year of service in respect of which the holiday has accrued.

Such holiday shall be exclusive of the holidays specified in clause 11 hereof.

(b) If the employment of any worker is terminated by either party for any reason, other than by the employer for misconduct of the worker, before the completion of the first year of service but after three months' service—being part thereof—has been completed, or at any time after the first year of service has been completed, a holiday of proportionate duration for the broken period served shall be allowed or paid for.

Proportion.

13. The proportion of juniors to adult workers shall be one junior to three adult workers or a fraction thereof. An employer if he actually works shall count as an adult worker for the purposes of this clause.

A "male junior worker" shall be a worker who is under twenty-one years of age.

A "female junior worker" shall be a worker who is under eighteen years of age.

General Conditions.

14. (a) No person under the age of fifteen years shall be employed on a machine.

(b) Gum boots and waterproof aprons shall be provided as required for wash-house and dye-house hands.

(c) Suitable accommodation shall be provided for workers to wash, change their clothes, and have their meals. The employer shall keep the accommodation in a clean and sanitary condition, and the workers shall co-operate in this respect.

Depot hands shall be provided with wash-hand basins and heating-apparatus in winter.

(d) Any worker transferred from one job to another shall be paid the higher rate for the time he or she is so employed.

(e) Women, other than hand washers, shall not be employed in the wash-house.

(f) Female workers shall not be employed on washing-machines, hydros, or tumblers, except tumblers such as the Huebach type of light tumbler; but this subclause shall not apply to hand washer-women and/or starchers who hydro their own work.

(g) An employer and/or manager if he actually works in the factory shall count as a worker for the purposes of this award.

(h) Where any worker is in receipt of a higher wage-rate than that provided in this award such wages shall not be reduced.

Matters not provided for.

15. Any dispute in connection with any matter not provided for in this award shall be settled between the particular employer concerned and the secretary or president of the union, and in default of any agreement being arrived at, then such dispute shall be referred to the local Conciliation Commissioner, who may either decide the same or refer the matter to the Court. Either party, if dissatisfied with the decision of the Commissioner, may appeal to the Court upon giving written notice of such appeal to the other party within fourteen days after such decision shall have been communicated to the party desiring to appeal.

Right of Entry upon Premises.

16. Every employer bound by this award shall permit the secretary or other authorized officer of the union of workers to enter at all reasonable times (to be mutually arranged between the employer and the union) upon the premises or works and there interview any workers, but not so as to interfere unreasonably with the employer's business.

Exemptions.

17. Clauses 2 and 7 shall not apply to Hospital Boards, but the following provisions shall apply in lieu thereof:—

- (a) The ordinary hours of work shall not exceed forty per week, to be worked on six days of the week, Monday to Saturday inclusive.
- (b) Time worked in excess of forty hours in any one week shall be paid for at the rate of time and a half.
- (c) Hospital Boards shall be bound by this award only in respect of laundry work up to the point when the goods laundered are ready for distribution from the laundry.

Workers to be Members of Union.

18. (a) It shall not be lawful for any employer bound by this award to employ or to continue to employ in any position or employment subject to this award any adult person who is not for the time being a member of an industrial union of workers bound by this award or who is not for the time being a member of a trade-union which was registered as such before the 1st day of May, 1936, and which is bound by this award: Provided, however, that any non-unionist may be continued in any position or employment by an employer bound by this award during any time while there is no member of a union bound by this award who is available to perform the particular work required to be done and is ready and willing to undertake it.

(b) For the purposes of subclause (a) of this clause a person of the age of eighteen years or upwards and every other person who for the time being is in receipt of not less than the minimum rate of wages prescribed by this award for workers of the age of twenty-one years and upwards shall be deemed to be an adult.

(NOTE.—Attention is drawn to subsection (4) of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, which gives to workers the right to join the union.)

Under-rate Workers.

19. (a) Any worker who considers himself incapable of earning the minimum wage fixed by this award may be paid such lower wage as may from time to time be fixed, on the application of the worker after due notice to the union, by the local Inspector of Awards or such other person as the Court may from time to time appoint for that purpose; and such Inspector or other person in so fixing such wage shall have regard to the worker's capability, his past earnings, and such other circumstances as such Inspector or other person shall think fit to consider after hearing such evidence and argument as the union and such worker shall offer.

(b) Such permit shall be for such period, not exceeding six months, as such Inspector or other person shall determine, and after the expiration of such period shall continue in force until fourteen days' notice shall have been given to such worker by the secretary of the union requiring him to have his wage again fixed in manner prescribed by this clause: Provided that in the case of any person whose wage is so fixed by reason of old age or permanent disability it may be fixed for such longer period as such Inspector or other person shall think fit.

(c) Notwithstanding the foregoing, it shall be competent for a worker to agree in writing with the president or secretary of the union upon such wage without having the same so fixed.

(d) It shall be the duty of the union to give notice to the Inspector of Awards of every agreement made with a worker pursuant hereto.

(e) It shall be the duty of an employer, before employing a worker at such lower wage, to examine the permit or agreement by which such wage is fixed.

Application of Award.

20. This award shall apply to the original parties named herein, and shall extend to and bind as subsequent party hereto every trade-union, industrial union, industrial association, or employer, who, not being an original party hereto, is, when the award comes into force or at any time whilst this award is in force, connected with or engaged in the industry to which this award applies within the industrial district to which this award relates.

Scope of Award.

21. This award shall operate throughout the Northern Industrial District.

Term of Award.

22. This award shall come into force on the 22nd day of September, 1941, and shall continue in force until the 22nd day of September, 1942.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the Court hath hereunto set his hand, this 19th day of September, 1941.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM.

The only matter referred to the Court was the term of the award. In other respects the award embodies the terms of settlement arrived at by the assessors in Conciliation Council.

A. TYNDALL, Judge.

N.Z. FEDERATED HOTEL, RESTAURANT, AND RELATED TRADES' EMPLOYEES' INDUSTRIAL ASSOCIATION OF WORKERS v. McEWIN.—JUDGMENT ON APPEAL.

In the Court of Arbitration of New Zealand, Canterbury Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments; and in the matter of the New Zealand Tea-rooms and Restaurant Employees' Award, dated the 31st day of July, 1940, and recorded in Book of Awards, Vol. XL, p. 1104; and in the matter of an appeal from the judgment of the Magistrate's Court at Christchurch in an action wherein the New Zealand Federated Hotel, Restaurant, and Related Trades' Employees' Industrial Association of Workers, plaintiff in the Court below, is appellant, and R. A. McEwin, of 718a Colombo Street, Christchurch, milk-bar proprietor, defendant in the Court below, is respondent.

Award, Application of—Hotel and Restaurant Employees—Worker employed solely in scrubbing floor of milk-bar during time when Premises closed to Public not a "night-porter" within the Meaning of the Tea-rooms and Restaurant Employees' Award—"Porter," Meaning of.

The Tea-rooms and Restaurant Employees' award prescribed wages for porters (day and night), but did not define a "porter." The worker was employed by a milk-bar proprietor in scrubbing the floor of the bar during the time when the premises were closed to the public, the work to be done at a time convenient to the worker. He usually worked for one and a quarter hours from 5 a.m. each day, had no duties connected with the milk-bar during the time it was open to the public, and had no

other employment from the defendant. It was claimed that the worker was a "night-porter" and entitled to the full weekly rate of pay prescribed for such workers by the award. The decision of the Magistrate (following *Inspector of Awards v. Jerkovich*, Book of Awards, Vol. XL, p. 1655) was that the worker was not subject to the award. *Held*, on appeal, That the worker did not come within any of the definitions of "porter" in the standard dictionaries, and if it were intended that no one should undertake cleaning of tea-rooms, restaurants, milk-bars, and similar establishments, except workers specifically covered by the Tea-rooms and Restaurant award, and that a worker who did nothing but clean a milk-bar at night should be classified as a night-porter, then the award should have stated as much in clear and definite terms. Appeal dismissed.

CASE ON APPEAL.

CASE stated and agreed on by both of the parties hereto:—

I. *Statement of Claim.*

1. The plaintiff claims to recover from the defendant the sum of £10 as a penalty for a breach of the New Zealand Tea-rooms and Restaurant Employees' award, dated the 31st day of July, 1940.

The following are particulars of the said breach, namely—

That the defendant, being a party to the said award, between the 13th day of August, 1940, and the 21st day of January, 1941, did employ one George Alexander Milne as a night-porter and did fail to pay him the rates of wages prescribed in clause 9 of the award.

2. The plaintiff also claims to recover from the defendant the sum of £10 as a penalty for another breach of the same.

The following are particulars of the said breach, namely—

That the defendant, being a party to the said award, between the 13th day of August, 1940, and the 21st day of January, 1941, did employ one George Alexander Milne as a night-porter and did fail to keep a time and wages book in which was correctly recorded the name, kind of work, daily hours, and wages of the said George Alexander Milne, as prescribed by clause 19 of the said award.

3. The plaintiff also claims to recover from the defendant the sum of £10 as a penalty for another breach of the same.

The following are particulars of the said breach, namely—

That the defendant, being a party to the said award, between the 13th day of August, 1940, and the 21st day of January, 1941, did employ one George Alexander Milne as a night-porter and did fail to keep a holiday book and have it signed by the said George Alexander Milne as prescribed in clause 23 of the said award.

4. The plaintiff also claims to recover from the defendant the sum of £10 as a penalty for another breach of the same.

The following are particulars of the said breach, namely—

That the defendant, being a party to the said award, between the 14th day of January, 1941, and the 21st day of January, 1941, did continue to employ as a night-porter under the said award one George Alexander Milne, being an adult person who was not for the time being a member of an industrial union of workers or of a trade-union bound by the said award, contrary to the provisions of clause 16 of the said award.

II. *Statement of Facts as found by the Magistrate.*

The defendant is a milk-bar proprietor in Christchurch, and in June, 1940, he engaged one George Alexander Milne to scrub out the floor of the public portion of the premises.

The work was to be carried out at any time convenient to Milne during the hours when the bar was closed to the public. He was provided with a key to the premises, and he states that he usually commenced work about 5 a.m. and was occupied on the average one and a quarter hours each day. The cleaning was done every day. Defendant paid Milne at the rate of £1 per week until August 1940, and thereafter at the rate of £1 ls. per week. Milne is a man of fifty-six years of age and states that he does not have the best of health and is unable to do hard work. He is in receipt of a benefit of £1 per week under the Social Security Act. He is not employed by defendant in any capacity other than as stated above and he has no duties connected with the milk-bar during the time it is open to the public. He is still carrying out the cleaning-work and is not a member of any union. He does no other work of any description for any other employer.

III. The action was heard at the Magistrate's Court, Christchurch, before G. G. Chisholm, Esquire, Stipendiary Magistrate, on the 9th day of May, 1941.

IV. At the hearing it was contended for the appellant:—

(1) That Milne was a worker employed by the defendant in his milk-bar and therefore comes within the scope of clause 1 of the award.

(2) That cleaning in their respective departments has always been recognized as part of the duties of all tea-room workers, and cleaning of the type done by Milne, when done at night, is the work of a night-porter.

(3) That Milne should therefore be classified as a night-porter; but his precise classification is irrelevant, as the essential point to be decided is whether he comes under the award, and not his precise classification thereunder.

(4) That no other award is applicable to Milne's employment.

(5) That the Cleaners and Caretakers' award is not applicable to the tea-room industry and has no application to milk-bars.

(6) That the question of "substantiality of employment" does not arise, because the whole of Milne's work was work of the same kind.

(7) That it is clear from the award that part-time employment at less wages than is provided by clause 7 is absolutely prohibited, except in the special cases provided for by clauses 10, 11, and 26.

(8) That if Milne had been employed for forty-four hours a week his employment would clearly have come under the award. By virtue of clause 12 it is equally clear that his legal position is not changed by the fact that he is not called upon to work full time.

(9) No inference adverse to the plaintiff should be drawn from the fact that Milne's work was done while the premises were closed. It is natural and usual for cleaning-work to be done while the premises are closed, and such an arrangement is permissible under the award.

(10) The plaintiff association is entitled to bring this action.

V. At the hearing it was contended for the respondent:—

(1) That Milne was engaged in scrubbing the floor of the milk-bar at a time when the same was not open to the public for the sale and consumption of drink on the premises and did not come within the scope of clause 1 of the award.

(2) That cleaning is not recognized as part of the duties of all tea-room and restaurant employees and that at no time up to the date of the hearing in the Magistrate's Court had Milne been requested either by the appellant or by the Department of Labour to join the Tea-room and Restaurant Employees' Union.

(3) That Milne is not a night-porter and that no evidence has been tendered to prove that he should be so classified. The secretary of the union expressed a personal opinion that "the principal job of a porter is cleaning and scrubbing," and further contended that a person who did this at night in a milk-bar became "a night-porter." It is contended on behalf of the respondent that no night-porter is engaged in any milk-bar in New Zealand; and when cross-examined the secretary of the union admitted that he could not name a single milk-bar in New Zealand employing a night-porter. The appellant in its case contends that the precise classification of Milne as a night-porter is irrelevant. For the respondent, it is submitted that if he is not a night-porter the proceedings must fail *in toto*. No application for leave to amend the proceedings was filed before or during the hearing in the Magistrate's Court, and in each of the four counts against the respondent it is alleged that Milne was a "night-porter." It is submitted that if it is held or admitted that he was not a night-porter each claim must fail.

(4) That Milne was engaged as an independent contractor; but if it is held that he is a servant, then he could be employed under the provisions of the Cleaners' award.

(5) It is not agreed by the respondent that every person engaged as a cleaner in a tea-room or restaurant is *ipso facto* covered by the Tea-room and Restaurant Workers' award.

(6) That the respondent does not contend that the doctrine of substantial employment applies in this case.

(7) That if Milne had been employed for forty-four hours a week performing the same duties in other restaurants as in that of the respondent, he would, on the appellant's contentions, be entitled to gross weekly wages approximating to £30. The respondent contends that the claim of the appellant is absurd.

(8) That the respondent contends that Milne's work must be identified by its nature and not by the type of premises in which it happens to be performed. It contends that it is *what* is done and not *where* it is done that identifies the employee's work.

(9) That the authority authorizing the commencement of the proceedings is not in order and that in consequence the proceedings were not legally instituted by the appellant.

VI. On the 11th day of July, 1941, the Stipendiary Magistrate delivered his decision as follows:—

[The learned Magistrate set out the statement of claim in full and proceeded:] The defendant is a milk-bar proprietor in Christchurch, and in June, 1940, he engaged one George Alexander Milne to scrub out the floor of the public portion of the premises.

The work was to be carried out at any time convenient to Milne during the hours when the bar was closed to the public. He was provided with a key of the premises, and he states that he usually commenced work about 5 a.m. and was occupied on the average one and a quarter hours each day. The cleaning was done every day. Defendant paid Milne at the rate of £1 per week until August, 1940, and thereafter at the rate of £1 1s. per week. Milne is a man of fifty-six years of age and states that he does not have the best of health and is unable to do hard work. He is in receipt of a benefit of £1 per week under the Social Security Act. He is not employed by defendant in any capacity other than as stated above and he has no duties connected with the milk-bar during the time it is open to the public. He is still carrying out the cleaning-work and is not a member of any union. He does no other work of any description for any other employer.

Mr. Archer submits that cleaning the bar is a porter's work (*Inspector of Awards v. Elms* (Book of Awards, Vol. XXXVI, p. 395)), and that Milne is employed "as a night-porter" and that therefore the work is subject to the award. He refers to a recent decision of Mr. R. C. Abernethy, S.M., in the *New Zealand Federated Hotel, Restaurant, and Related Trades' Industrial Association of Workers v. Dorothy Paterson, Ltd.* (recorded in Book of Awards, Vol. XLI, p. 999) and distinguishes *Inspector of Awards v. Jerkovich* (Book of Awards, Vol. XL, p. 1655).

Mr. Young relies upon three grounds of defence:—

- (1) That Milne is not a servant but an independent contractor.
- (2) That the requirements of section 130 of the Industrial Conciliation and Arbitration Act, 1925, subsection 6, have not been complied with.
- (3) That Milne is not a night-porter and that the work done by him is not subject to the award.

I will deal in the first place with the third ground. An examination of the circumstances in the *Jerkovich* case (*supra*) appears to me to indicate that the cleaning-work done is not in itself sufficient to bring the employee within the award. In that case the servant was otherwise employed as a domestic servant in the dwellinghouse of the employer and it was sought to bring her within the award because she also cleaned the floor of the restaurant daily and washed the linen and dishes from the restaurant with those of the dwellinghouse. The Court held that in so far as the washing of the linen and dishes was concerned the work done was incidental to her main duties as a domestic servant, but it specially excepted from this category the daily cleaning of the floor of the restaurant. As to that work the judgment reads: "The fact that it was done in the portion set aside as a restaurant is not in itself sufficient to bring it under the Tea-rooms and Restaurant Employees' award as nowhere in that award is there any reference to cleaners or cleaning the premises. It is *what* is done and not *where* it is done that identifies the work."

If the cleaning-work done in that case is to be distinguished from that in the present case it can only be because the servant in that case was otherwise employed by the employer, as that appears to be the only respect in which the circumstances differ. I do not think that the cases can be distinguished, and I am therefore of the opinion that the *Jerkovich* case applies and that the cleaning-work done by Milne is not subject to the award. The fact that the plaintiff alleges that Milne was employed as a night-porter cannot affect the position. It is admitted that if defendant did employ a night-porter he might be required, as one of his duties, to clean the floor of the milk-bar (*Inspector of Awards v. Elms*) (*supra*), but I cannot accept the proposition that the doing of such cleaning is, in itself, sufficient to constitute the servant a night-porter. Milne never regarded himself as such, and the term was never used between himself and defendant.

For this reason I am of the opinion that no breach of the award has been committed.

With regard to the other two points raised by the defence, I do not think defendant could have succeeded on the first submission—that is, that Milne was an independent contractor and not a servant. While it is true that defendant exercised little or no control and that Milne carried out the work at a time chosen by himself during closed hours, that can be explained by the simple nature of the work and by the ample

time available for doing it. The defendant provided the utensils, &c., required for the work, and Milne is not a man who holds himself as a cleaner.

As to the second point, the position is not altogether satisfactory. Section 130 (6) of the Act reads:—

No industrial union or industrial association shall be capable of bringing any such action until a resolution to that effect has been passed at a meeting of the committee of management of the union or association in accordance with the rules thereof.

A copy of the rules of the plaintiff association has been produced, and these provide for management by an executive council, with power to hold meetings and pass resolutions. A resolution passed by such executive council authorizing the action would, I think, be a compliance with section 130 (6). I do not agree with Mr. Young's submission that there must be a provision in the rules themselves with respect to bringing an action against an employer.

But the document produced, purporting to be a certified copy of a resolution passed in accordance with the rules, is open to question.

It reads:—

It is hereby resolved by the committee of management of the New Zealand Federated Hotel, Restaurant and Related Trades' Industrial Association of Workers in accordance with the rules thereof that action be taken by the association against R. A. McEwin, &c. . . .

Then follow particulars of four alleged breaches of the award, and the fourth begins:—

(4) Employing G. A. Milne, who is not a member of this union, &c. . . .

The document is certified, viz.—

I hereby certify that the above is a true copy of a resolution carried by the management committee of the above union at its meeting held on the 6th day of December, 1940.

Dated this 10th day of December, 1940.

F. G. YOUNG, Secretary.
W. R. TAYLOR, Chairman.

[SEAL OF THE PLAINTIFF ASSOCIATION.]

It will be seen that the document leaves it open to question whether the resolution was really passed by the executive council of the plaintiff association or by the management committee of the local union.

In view of my finding that the work done by Milne is not subject to the award, judgment will be for the defendant on each claim.

VII. The appellant duly lodged the required security and gave notice of appeal against the said decision upon the grounds that the said decision was erroneous in law.

The question for the determination of this honourable Court is whether the decision of the Stipendiary Magistrate is right in matter of law.

Dated at Christchurch, this 1st day of August, 1941.

Given under my hand and sealed with the seal of the Magistrate's Court holden at Christchurch.

[L.S.] G. G. CHISHOLM, Stipendiary Magistrate.

JUDGMENT OF THE COURT, DELIVERED BY TYNDALL, J.

This is an appeal on point of law from a judgment of G. G. Chisholm, Esquire, Stipendiary Magistrate, at Christchurch, on a claim for four breaches of the New Zealand Tea-rooms and Restaurant Employees award (Book of Awards, Vol. XL, p. 1104).

The facts are simple and are clearly set out in the case on appeal.

The main issue for consideration is whether the worker, George Alexander Milne, is a night-porter, and whether the work done by him is subject to the award.

Although clause 7 (i) of the award prescribes wages for porters (day and night), nowhere is the term "porter" defined. It is pertinent to point out, however, that in clause 7 (i) porters are grouped with oyster-openers and not grouped with bar attendants, counter hands, and dispensers in milk-bars and similar establishments. In standard dictionaries we find the following definitions of the word "porter":—

One who has charge of a door or gate, a door-keeper, a waiter in a hall—a carrier; a person who carries or conveys burdens, parcels, or messages for hire.

The worker in the present case cannot come within any of the above definitions.

Mr. Archer, for the appellant, cited the case *Inspector of Awards v. Charles Elms* (Book of Awards, Vol. XXXVI, p. 395), and drew attention to the fact that Mr. Justice Page had accepted the proposition that cleaning out of the bar was porter's work. He also drew attention to clause 6 (h) of the New Zealand Licensed Hotels' award (Book of Awards, Vol. XL, p. 1249), an award closely related to the New Zealand Tea-rooms and Restaurant Employees' award. The clause reads:—

A porter's duties shall include the operating of power-driven lifts and the work of a cleaner.

The very presence of the clause indicates that there was some necessity to have it made clear that a porter could be called upon to do cleaning-work under the Licensed Hotels' award.

There is no similar clause in the New Zealand Tea-rooms and Restaurant Employees' award, neither is there any reference therein to cleaners or cleaning of premises. Nevertheless, it must be recognized that the duties of workers under several classifications in that award may include some cleaning-work incidental to their other duties. This is not equivalent, however, to saying a worker engaged entirely in cleaning a milk-bar must necessarily be placed under one of the aforesaid classifications and be deemed to be subject to the award.

In the case *Inspector of Awards v. Leviathan Hotel Co., Ltd., Dunedin* (Book of Awards, Vol. XXVIII, p. 664), Frazer, J., said:—"It is generally recognized that hotel porters may be employed, as part of their regular duties, in performing minor operations that are part of a tradesman's work, such as renewing the paintwork on the outside of stair-treads, painting over blemishes, and similar trifling jobs of a routine nature. If an hotel proprietary undertakes to do major painting operations it becomes a subsequent party to the Painters' award and is bound by its provisions." Although minor painting is recognized as being part of a porter's duties, the employment of a painter to do the same minor painting in an hotel could not be held to make the painter a porter and a worker subject to a Hotel Workers' award.

Similarly, if a painter were employed by a milk-bar proprietor to attend regularly to the interior touching up of the bar, surely it could not be claimed with confidence that he was employed in the tea-rooms and restaurant industry.

Cleaning of buildings in general is regarded as an industry distinct and separate from other industries, in the same way as painting is regarded as a separate industry and is covered by special awards. "Cleaner" is defined in those awards as an employee who does cleaning of any kind and who does not come within the definition of "caretaker."

It is true that in the Canterbury Cleaners, Caretakers, and Lift Attendants' Award (recorded in Book of Awards, Vol. XL, p. 296), proprietors of tea-rooms, restaurants, and similar establishments are not cited and that the said award does not apply to workers employed in retail shops, but the point to be decided by this Court in the present case is not

whether the worker is covered by the Cleaners' award, but whether he is a night-porter and whether he is covered by the Tea-rooms and Restaurant Employees' award. Attention is drawn, incidentally, to clause 5 (a) of the Canterbury Cleaners' award, which contemplates the employment of cleaners in businesses governed by other awards.

If it were intended that no one should undertake cleaning of tea-rooms, restaurants, milk-bars, and similar establishments except workers specifically covered by the Tea-rooms and Restaurant Employees' award and that a worker who does nothing but clean a milk-bar at night should be classified as a night-porter, then the award should have stated as much in clear and definite terms in accordance with section 89 (2) of the Industrial Conciliation and Arbitration Act, 1925.

The decision of the learned Magistrate is upheld, and the appeal is accordingly dismissed.

Mr. Monteith is not in agreement, and his dissenting opinion follows.

Dated this 18th day of September, 1941.

[L.S.]

A. TYNDALL, Judge.

DISSENTING OPINION OF MR. MONTEITH.

I dissent from this decision. The Tea-rooms and Restaurant Employees' award covers workers employed in milk-bars; *vide* clause 1 (persons to whom award applicable); and in clause 7 (i) (wages) and clause 10 (casual labour) provision is made for porters. If we are to accept the definition as set out in this judgment, the porters employed under this award would not do any work. It is common knowledge that in hotels the chief duties of many porters are cleaning, and it is common knowledge that workers under this award do cleaning also. Fancy a tea-room dividing up its work so that the girl who served the customer did no cleaning.

In my opinion, cleaning of tea-rooms and milk-bars is work which comes under this award. Cleaning is part of the duties of every worker who operates under this award, and the fact that clause 1 states:—

This award shall apply to workers employed in tea-rooms and restaurants . . . and such other like places
clearly covers the worker who scrubs out the milk-bar.

The Canterbury Cleaners, Caretakers, and Lift Attendants' award (Book of Awards, Vol. XL, p. 296) has to have a list of parties, and section 5 of the Industrial Conciliation and Arbitration Amendment Act (No. 2), 1937, provides for the naming of representative parties. No milk-bar proprietor was cited; and clause 14 (i) (a) provides as follows:—

14 (i) Nothing in this award shall apply to—

(a) Workers, the substantial part of whose duties comes within the scope of any other awards or industrial agreements.

This surely shows that it was never intended that the Cleaners and Caretakers' award was to cover workers employed in tea-rooms and restaurants, &c. Here we have a worker employed in a milk-bar, an award that covers workers employed in milk-bars, and yet, because he cleans the milk-bar, he is not covered by the award. Casual workers are covered by this award, and if we get a porter to do a day's cleaning in a milk-bar I say definitely that he is covered by this award. A porter's duties may be many, but one of his chief duties is cleaning.

If this man is not a night-porter, then the provision in this award to cover night-porters has no meaning, and there is no such worker.

GREYMOUTH BOROUGH COUNCIL ABATTOIR EMPLOYEES.— INDUSTRIAL AGREEMENT.

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, this 26th day of September, 1941, between the Wellington, Nelson, and Westland Local Bodies', other Labourers, and Related Trades' Industrial Union of Workers (hereinafter referred to as "the union"), of the one part, and the Mayor, Councillors, and Burgesses of the Borough of Greymouth (hereinafter referred to as "the employer"), of the other part, whereby it is mutually agreed by and between the said parties hereto as follows:—

That the following terms, conditions, stipulations, and provisions shall apply to the Abattoir employees:—

Abattoir Employees.

Time worked shall not exceed a total of forty hours in any one week, but arrangement of daily hours of work shall be as agreed between the workers employed and the abattoir manager.

Time worked in excess of forty hours shall be paid for at time and a half rates for the first four hours and double time thereafter.

Wages shall be paid as follows:—

- (a) Head slaughterman: £6 5s.
- (b) Assistant slaughterman: £5 15s.
- (c) Stockman: £5 10s. (plus 10s. per week horse allowance).

Should abattoir workers be required to work on any statutory holidays, any number of days so worked shall be added to the number of days of the next annual holiday due to the workers, unless the worker and the employer shall agree to such additional holidays being taken at some other time or times.

Such additional annual holidays shall be in lieu of payment provided in clause 8 of the undermentioned award.

This agreement shall come into force on the day of the date hereof, and shall continue in force until the 31st day of March, 1942.

That the terms, conditions, stipulations, and provisions contained and set out in the Greymouth Borough Council Labourers' award, dated the 7th day of April, 1941, and recorded in the Book of Awards, Vol. XLI, page 300, shall be deemed to be and are hereby incorporated in and declared to form part of this agreement so far as the same are applicable.

In witness whereof these presents have been executed the day and year hereinbefore appearing.

The seal of the Wellington, Nelson, and Westland Local Bodies', other Labourers, and Related Trades' Industrial Union of Workers was hereto affixed pursuant to a resolution of a meeting of the union by and in the presence of—

[L.S.]

J. ARTHURS, President.
P. M. BUTLER, Secretary.

The common seal of the Mayor, Councillors, and Burgesses of the Borough of Greymouth was hereto affixed at the office of and pursuant to a resolution of the Borough Council in the presence of—

[L.S.]

F. A. KITCHINGHAM, Mayor.
JOHN SAUNDERS, Councillor.
F. H. DENTON, Town Clerk.

**NEW ZEALAND ENGINE-DRIVERS, FIREMEN, AND GREASERS
(GENERAL SECTION).—ENFORCEMENT.**

In the Court of Arbitration of New Zealand, Northern Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments; and in the matter of the New Zealand Engine-drivers, Firemen, and Greasers' (General Section) award, dated the 22nd day of June, 1939, and recorded in Book of Awards, Vol. XXXIX, p. 724; and in the matter of an appeal from the judgment of the Magistrates' Court at Te Kuiti in an action wherein the Agricultural Lime Co., Ltd., a duly incorporated company having its registered office at 23-25 Albert Street, Auckland, manufacturers and distributors of ground carbonate of lime, defendant in the Court below, is appellant, and Frank Wilson Ashby, Inspector of Awards, Hamilton, plaintiff in the Court below, is respondent. Hearing: Hamilton, 10th September, 1941. Counsel: *J. B. Elliot* for the appellant; *F. W. Ashby*, in person, for respondent.

Engine-drivers—Classification—"Man in Charge of Electrically-driven Plant over 50 h.p."—Wages, Rate of—Substantial Employment.

The award provided, "Men substantially employed in charge of electrically-driven plants over 50 h.p. . . . £5 ls. 6d. per week." A worker was employed during each shift to attend to the electric motors driving the lime-crushing plant. His duties were to start and stop the motors, to watch the switchboard and meters, to see that the motors did not become overheated, and also to oil and grease the elevators, conveyers, screens, &c., the oiling and greasing-up occupying about one hour. Repairs or overhaul of the motors were carried out by an electrician, who was not in attendance on the motors but came when called upon. The proportion of manual work was very small, most of the time being spent in watching. *Held*, That the men were substantially employed to attend, regulate, or control electric motors and came within the provisions of the award relating to men in charge of electrically-driven plants over 50 h.p.

In re Interpretation of New Zealand Engine-drivers, &c., Award (Book of Awards, Vol. XL, p. 1949), distinguished.

COPY OF CASE ON APPEAL.

THIS is an appeal on a matter of law and of fact from the decision of the Magistrates' Court sitting at Te Kuiti.

Statement of Claim.

1. The plaintiff claims to recover from the defendant the sum of £5 as a penalty for a breach of the New Zealand Engine-drivers, Firemen, and Greasers' (General Section) award, dated the 22nd day of June, 1939.

The following are particulars of the said breach, namely:—

That the defendant company, being bound by the said award, employed at its Te Kuiti works during the period from the 12th August, 1940, to the 31st January, 1941, James Henry Perkins, the said worker being a man substantially in charge of electrically-driven plant over 50 h.p., and did fail to pay the said worker at not less than £5 ls. 6d. per week (increased by an amount equal to five per centum thereof) in breach of clause 9 (c) of the said award.

2. The plaintiff also claims to recover from the defendant the sum of £5 as a penalty for another breach of the same.

The following are particulars of the said breach, namely:—

That the defendant company employed at its Te Kuiti works during the period from the 12th August, 1940, to the 31st January, 1941, Samuel Percy Walker, the said worker being a man substantially in charge of electrically-driven plant over 50 h.p., and did fail to pay the said worker at not less than £5 ls. 6d. per week (increased by an amount equal to five per centum thereof) in breach of clause 9 (c) of the said Award.

COPY OF MAGISTRATE'S NOTES OF EVIDENCE.

James Henry Perkins, Hill Street, Te Kuiti.] Ten years with defendant company as a shift-worker. My duties inside the factory building running their machine. Not outside. The plant and machinery is constructed on the chain system. Eight motors, and largest motor, 70 h.p., drove pulverizer. Next 40 h.p. Next 10 h.p. rock elevator. Next 10 h.p. pulverizer elevator. Next 5 h.p. fines elevator. Think next 3½ h.p. tray elevator. 3 h.p. driving a little drag. Next 1½ h.p. driving a screen. (Another 10 h.p. driving a big drag.) Shift start—put power on at main switch. Night lights. Unlock cupboard, get oils from store. Oil machine. Go upstairs, open windows and grease drag, and look about and keep your eyes skinned to see everything normal. Come downstairs and kick all motors off from switchboard on ground floor. Cut feed off if plant cold, and away you go, and then after one hour's run away you go after warmed up. Tend to work of machinery right through shift, until the other shift-work came on and relieved me. Never emptied scoria or lime. My whole time occupied. Feed on pulverizer is an automatic feed. There is a work's manager there—a Mr. P. J. Patton. He mostly there except when ill in hospital. As far as I know I in charge of works. My duties same whether manager or electrician there. Electrician is work's-manager's son. His time spent in building; he spends very little time unless he was overhauling. Might be an hour on an average. It might go for weeks without him spending a minute in the building. I've had a vast experience of this work. The man on the job is in charge. I was in charge. I would attend to motor to prevent it burning out, &c. I have to attend seeing motors didn't burn out. To give you an idea, if I had to leave to go to lavatory I would have to get some one

to take my place to enable me to do so. Necessary to be there whole time. If belt comes off had to do it myself. If it is a big belt have to ring works-manager to come and give a hand.

Cross-examined by Mr. Elliott.] I take up my duties from where crushed rock enters. Goes through a series of elevators, &c., right to bagging-bin. All conveyors, elevators, and screens I looked after. Each run by motor. I started and stopped these motors. Oil screens to start. To grease up and oil takes about one hour. I didn't grease electric motors; they are greased once a year. All motors controlled from switchboard. Only a matter of a minute or two. Controlled by switches. Rest was to see that machinery running smoothly. I held a suction gas certificate only. If a blockage did occur switch should automatically come out. Sometimes it does not, in which event I would knock switch out. I would clear blockage. There is a permanent electrician on job. He alone. He does not have anything to do with my machines, and I don't do anything to his part. If anything wrong with motor, such as motor being too warm or amp meter not working, I get in touch with electrician, and he tells me what to do. Seldom happens. I clean superficially. Electrician in periodically. If anything wrong there is a blacksmith-fitter there. At night if anything wrong with motors I would get in touch with electrician.

Re-examined.] How often actual stoppage? Very seldom. Oiling about one hour a day. All rest time keeping a constant watch. Must be practical man. Watch motors, see if not overheating. Two heavy machines have amp meter. When oiling must watch amp meter and switchboard. Must do so. Manual labour is very small indeed. Always in position to watch switchboard and meters. Fully two-thirds time is occupied in watching. My constant care is in watching motors to save them.

Samuel Percy Walker, Te Kuiti.] Still employed by defendant company. Heard last witness describing motors and layout. It is correct. Perkins and I worked on alternate shifts. Heard Perkins evidence. It is correct. I do no manual labour. My constant care is watching motors.

Cross-examined.] Electrician repairs machines. I see motors don't overheat. Touch motors to see they don't overheat. If overload watch carefully. Might touch a dozen times a day. If anything goes wrong motor should cut out, but if it doesn't I'm there to attend to it. If belt comes off it I attend to it. Conveyors and elevators pulverizer greater part. I've worked there five years.

Re-examined.] I carry on when manager away. Electrician doesn't spend any time in building unless something goes wrong. Might be once a month or once in six. Wouldn't average an hour a day.

Defence.

Peter Patton.] Works-manager of company. Both workers. Two good grinder men. They in charge of general machinery. Each machine controlled by separate motor. They have nothing to do with electric side of the whole plant at all. They switch on and off. Grindermen do practically no maintenance-work. Men most time is with reference to part actuated by motors—not the motors.

Can you give any kind of estimate of time relating to motors? They may assist electrician, assisting as a labourer. That wouldn't occur often—say, once a year. Electrician is in and out building all day. Electrician nothing to do with machinery. If he happened to be there and noticed amp too high he would adjust.

Cross-examined.] Remember I called on you? You wanted to speak to someone. I had to get another to look after until he could come. They watch amp meter. That's their guide.

Thomas Alex Patton, jun.] Electrician. My duties are to look after electrical equipment. No one else looks after. I'm going through building all day. Not much assistance from grindermen. If anything goes wrong they tell me, and I effect repairs. Very seldom anything goes wrong. Overhaul periodically—once a year. Hard to say what part of their time taken watching switch, amp, &c. Their main job.

Cross-examined.] I'm not the man substantially in charge under 9 (c). I'm not in charge of the plants. Perkins and Walker are in charge of plant. I'm there one shift only. I remember you calling a week ago. You were at office. I didn't see you in factory.

Points of Law.

For Appellant.—(a) That the expression "electrically-driven plants" in clause 9 (c) of the New Zealand Engine-drivers, Firemen and Greasers' (General Section) award should be interpreted in the sense of an electrical prime mover as opposed to or distinct from plant driven by such electrical prime mover.

(b) That the facts of the case are such as fall within and should be governed by the judgment of the Court of Arbitration of New Zealand given on the 15th day of November, 1940, on an appeal by Winstone Ltd. from a decision of J. A. Gilmour, Esquire, Stipendiary Magistrate.

(c) That on a correct application of law to the facts the workers concerned should not have been regarded as being substantially employed in charge of an electrically-driven plant or plants of over 50 horse-power.

For Respondent.—(a) That the case is distinguishable from the judgment of the Court of Arbitration above mentioned.

(b) That on a correct application of law to the facts the workers concerned were correctly regarded as being substantially in charge of an electrically-driven plant or plants of over 50 horse-power.

Judgment.

On the 10th day of July, 1941, the Magistrate (William Henry Freeman, Esquire, S.M.) gave judgment for the plaintiff (respondent in this appeal) for the sum of 5s. in respect of each claim and allowed expenses to the plaintiff (including witnesses' expenses) of £1 6s. 8d.

Notice of Appeal and Security for Costs.

The appellant gave notice of appeal and lodged the required security (£5). The Notice of Appeal was as follows:—

TAKE notice that the defendant intends to appeal to the Arbitration Court on point of law and on matter of fact against the decision of William Henry Freeman, Esquire, Stipendiary Magistrate, given or made on the hearing of the above action at Te Kuiti on the 10th day of July, 1941.

Dated at Auckland, the 14th day of July, 1941.

J. B. ELLIOT,
Solicitor for the Defendant.

To the Clerk of the Court at Te Kuiti,
And to the Plaintiff.

The question for the determination of this honourable Court is whether the decision of the Magistrate is right in matter of law and of fact.

Signed by the said Magistrate and sealed with the seal of the Magistrates' Court at Te Kuiti, this 1st day of August, 1941.

W. H. FREEMAN, Stipendiary Magistrate.

JUDGMENT OF THE COURT, DELIVERED BY TYNDALL, J.

The evidence shows that the facts in this case are appreciably different from the facts in the *Winstone Ltd. Case* (Book of Awards, Vol XL, p. 1949).

In the latter case by far the greater proportion of the worker's time was taken up in emptying scoria from trucks into the crusher.

In the present case the workers perform no heavy manual labour, and their main job is described in the evidence as watching and operating on alternate shifts the electrical recording instruments and other equipment on the switchboard from which the electric motors are controlled. Undoubtedly they also attend to other mechanical equipment driven by the motors. For the whole of their time, however, they are in charge of the motors, one of which is over 50 h.p.

We are satisfied that the workers are substantially employed to attend, regulate, or control electric motors and that the class of work performed by them is that contemplated under clause 1 (g) of the New Zealand Engine-drivers, Firemen, and Greasers' (General Section) award.

We are also satisfied that the men are substantially employed in charge of an electrically-driven plant over 50 h.p. within the meaning of clause 9 (c) of the award.

We confirm the decision of the learned Magistrate, and the appeal is accordingly dismissed.

Dated the 23rd day of September, 1941.

[L.S.]

A. TYNDALL, Judge.

WELLINGTON INDUSTRIAL DISTRICT HOSPITAL BOARDS'
CLERICAL WORKERS.—INDUSTRIAL AGREEMENT.

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, and its amendments, this 2nd day of September, 1941, between the New Zealand Hospital Boards' Industrial Union of Employers (hereinafter referred to as "the employers"), of the one

part, and the Wellington Local Bodies' Officers Industrial Union of Workers (hereinafter referred to as "the union"), of the other part, whereby it is mutually agreed by and between the said parties hereto as follows, that is to say:—

1. That the terms, conditions, stipulations, and provisions contained and set out in the schedule hereto shall be binding upon the said parties, and they shall be deemed to be and are hereby incorporated in and declared to form part of this agreement.

2. The said parties hereto shall respectively do, observe, and perform every matter and thing by this agreement and by the said terms, conditions, stipulations, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this agreement or of the said terms, conditions, stipulations, and provisions, but shall in all respects abide by and perform the same.

SCHEDULE.

Application of Industrial Agreement.

1. (a) This industrial agreement shall apply to officers appointed by Hospital Boards, with the exception of—

- (i) Chief or sole executive officers:
- (ii) Hospital Board officers employed in a non-clerical capacity other than admitting (not medical) officers and telephone annunciators and inquiry clerks:
- (iii) All male officers in receipt of more than £350 per annum, apart from overtime:
- (iv) All female officers in receipt of more than £208 per annum, apart from overtime:
- (v) Workers covered by other awards or industrial agreements.

(b) Part-time officers employed by a Hospital Board shall only be included in this industrial agreement—

- (i) If they work 51 per cent. of the hours normally worked by the staff of that Board; and
- (ii) If they are not provided with living-quarters; and
- (iii) If they are not chief executive officers.

Part-time officers shall be paid in proportion to the hours they work on the basis of award rates for that work, plus 10 per cent.

Nothing in this subclause shall apply to any full-time officer who is engaged in several part-time duties for one or more local bodies, but such officer shall receive the highest minimum classified rate for such duties.

Rates of Pay.

2. (a) Subject to the requirements of the Shops and Offices Act, 1921-22, and its amendments, male clerical and other workers who are not specifically classified shall be paid in accordance with Grade A in the schedule of salaries according to service when they reach the age of seventeen years until they reach the maximum of £312 per annum.

(b) Subject to the requirements of the Shops and Offices Act, 1921-22, and its amendments, female clerical, shorthand, typing, and other workers who are not specifically classified shall be paid in accordance with Grade B when they reach the age of sixteen years until they reach the maximum of £169 per annum.

(c) For the purpose of qualification under Grades A and B experience in any employment of a similar character with another local body up to a maximum of five years shall be counted as if it were experience in employment covered by this industrial agreement.

(d) The officers appointed to positions specially classified shall be paid not less than the amount set against each classification.

(e) The basic wage shall be payable to males and females on attaining the age of twenty-one years.

(f) Officers receiving salaries in excess of that provided for by this agreement shall not have their salaries reduced by reason of the coming into operation of this agreement.

(g) All temporary male officers (including those appointed in place of permanent officers who have joined His Majesty's Forces) of twenty-three years of age or over may be employed by any party hereto at a salary not less than £225 per annum. After each complete twelve months' service subsequent to the date of this agreement the salary received shall be increased to the next step of Grade A in the schedule of salaries contained in this agreement.

Conditions of Service.

3. (a) Applicants for any new position or promotion must pass a medical examination by an approved doctor if required to do so by the Hospital Board.

(b) Where the Hospital Board conducts a superannuation scheme permanent officers shall have their contributions deducted from their salaries or wages.

(c) Permanent officers shall be paid monthly, where that is the present practice, otherwise twice monthly, fortnightly, or weekly as decided by the Hospital Board.

(d) The salary of every worker whose increment is not provided for in this agreement shall be reviewed once in each year at a time so that the resulting increase, if any, in salary shall take effect from the 1st day of April in that year.

Deduction from Wages.

4. The employer may make a rateable deduction from the wages of any employee for time lost through the worker's sickness, accident, or default. Sick-leave shall be allowed at the discretion of the Hospital Board.

Transport.

5. Officers who provide their own cars approved by and at the request of the Hospital Board carrying out their official duties shall be paid a reasonable sum for that service.

Hours of Work.

6. (a) The hours of work shall not exceed forty in any one period of seven days.

(b) The weekly hours worked may be made up of five shifts each not exceeding eight hours, or five shifts each not exceeding seven and a half hours and one shift not exceeding four hours: Provided that the total hours do not exceed forty without payment of overtime.

(c) The shifts may be worked during any periods of each twenty-four hours and on Saturdays, Sundays, or statutory holidays.

(d) The following officers shall be emergency workers:—

Telephone attendants,

Inquiry clerk,

Admission clerks,

Medical records clerk,

Clerical workers in laboratories and other technical departments,

Personal clerks or typists to executive officers where such executive officers work on Saturdays,—

and their hours of duty may be altered from the usual hours and days.

(e) All officers who work more than forty hours per week shall be paid for the extra hours so worked at the rate of time and a half. The rate to be based on a forty hour week.

(f) Where an officer by reason of being required to work overtime is unable to get home for a meal he shall be paid meal-money at the rate of 1s. 6d. per meal.

Holidays.

7. In consideration of the fact that no statutory holidays are provided for in this agreement, and to provide for annual leave, all employees shall be allowed twenty-one consecutive days' leave per annum on completion of twelve months' service.

For periods of service under twelve months but over three months a proportional holiday shall be allowed.

General.

8. (a) Hospital Board officers shall not have their present salaries or conditions reduced by reason of the operation of any clause of this agreement.

(b) All rates of remuneration, including overtime and other special payments provided for in this agreement, shall be subject to the general order of the Arbitration Court on the 9th August, 1940, under the Rates of Wages Emergency Regulations 1940.

Right of Entry.

9. The secretary and/or president of the union shall have the right at all reasonable times, as agreed to by the officer in charge of the work, but not so as to interfere unreasonably with the employer's business, to enter upon the premises of any employer bound by this agreement for the purpose of making inquiries which are necessary for the proper and effective operation of the agreement.

Disputes.

10. The essence of this agreement being that the work of the employers shall not on any account whatsoever be impeded but shall always proceed as if no dispute had arisen, it is provided that if any dispute or difference shall arise between the parties bound by this agreement, or any of them, as to any matter whatsoever arising out of or connected therewith and not dealt with in this agreement,

every such dispute or difference shall be referred to a committee to be composed of two representatives of each side, together with an independent chairman to be mutually agreed upon or, in default of agreement, to be appointed by the Conciliation Commissioner for the district. Either side shall have the right to appeal to the Court against a decision of any such committee upon giving to the other side written notice of such appeal within fourteen days after such decision has been made known to the party desirous of appealing.

Under-rate Workers.

11. (a) Any worker who considers himself incapable of earning the minimum wage fixed by this agreement may be paid such lower wage as may from time to time be fixed, on the application of the worker after due notice to the union, by the local Inspector of Awards or such other person as the Court may from time to time appoint for that purpose; and such Inspector or other person in so fixing such wage shall have regard to the worker's capability, his past earnings, and such other circumstances as such Inspector or other person shall think fit to consider after hearing such evidence and argument as the union and such worker offer.

(b) Such permit shall be for such period, not exceeding six months, as such Inspector or other person shall determine, and after the expiration of such period shall continue in force until fourteen days' notice shall have been given to such worker by the secretary of the union requiring him to have his wage again fixed in manner prescribed by this clause: Provided that in the case of any person whose wage is so fixed by reason of old age or permanent disability it may be fixed for such longer period as such Inspector or other person shall think fit.

(c) Notwithstanding the foregoing, it shall be competent for a worker to agree in writing with the president or secretary of the union upon such wage without having the same so fixed.

(d) It shall be the duty of the union to give notice to the Inspector of Awards of every agreement made with a worker pursuant hereto.

(e) It shall be the duty of an employer, before employing a worker at such lower wage, to examine the permit or agreement by which such wage is fixed.

Scope of Agreement.

12. This agreement shall operate throughout the Wellington Industrial District.

Workers to be Members of Union.

13. (a) It shall not be lawful for any employer bound by this agreement to employ or to continue to employ in any position or employment subject to this agreement any adult person who is not for the time being a member of an industrial union of workers bound by this agreement or who is not for the time being a member of a trade-union which was registered as such before the 1st day of May, 1936, and which is bound by this agreement: Provided, however, that any non-unionist may be continued in any position or employment by an employer bound by this agreement during any time while there is no member of a union bound by this agreement who is available to perform the particular work required to be done and is ready and willing to undertake it.

(b) For the purposes of subclause (a) of this clause a person of the age of eighteen years or upwards, and every other person who for the time being is in receipt of not less than the minimum rate of wages prescribed by this agreement for workers of the age of twenty-one years and upwards, shall be deemed to be an adult.

(NOTE.—Attention is drawn to subsection (4) of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, which gives to workers the right to join the union.)

(c) Employers shall notify the union of the appointment of all new officers coming within the scope of the agreement.

(d) On request made in writing by the secretary of the union not more than twice a year, any Hospital Board shall supply to the union a list of all employees coming within the scope of the agreement.

Term of Agreement.

14. This agreement shall come into force on the 1st February, 1941, and shall remain in force for two years until 31st January, 1943.

Schedule of Salaries according to Service (applicable to all Hospital Boards).

Grade A.—The following scale of salaries shall apply to all male clerical and other workers covered by this agreement (not to apply to workers who commence employment under the age of seventeen years until they reach such age):—

			Annual Salary.		
			£	s.	d.
First six months	..	..	65	0	0
Second six months	..	..	78	0	0
Third six months	..	..	91	0	0
Fourth six months	..	..	104	0	0
Fifth six months	..	..	117	0	0
Sixth six months	..	..	130	0	0
Fourth year	..	..	160	0	0
Fifth year	..	..	200	0	0
Sixth year	..	..	225	0	0
Seventh year	..	..	250	0	0
Eighth year	..	..	270	0	0
Ninth year	..	..	280	0	0
Tenth year	..	..	290	0	0
Eleventh year	..	..	312	0	0

Grade B.—The following scale of salaries shall apply to all female typists, clerks, and others covered by this agreement (not to apply to female workers who commence employment under the age of sixteen years until they reach such age):—

			Annual Salary.		
			£	s.	d.
First six months	..	..	52	0	0
Second six months	..	..	60	0	0
Third six months	..	..	70	0	0
Fourth six months	..	..	80	0	0
Fifth six months	..	..	90	0	0
Sixth six months	..	..	104	0	0
Fourth year	..	..	117	0	0
Fifth year	..	..	130	0	0
Sixth year	..	..	143	0	0
Seventh year	..	..	156	0	0
Eighth year	..	..	169	0	0

<i>Classified Positions:—</i>		<i>Minimum Salaries per Annum.</i>		
		£	s.	d.
Wellington—				
Assistant Accountant	..	320	0	0
Cashier .. ..	..	320	0	0
Staff clerk .. ..	..	312	0	0
Palmerston North—				
Assistant Accountant	..	320	0	0
Staff and Statistical Clerk	..	312	0	0
Clerk, Otaki Sanatorium	..	312	0	0
Wairarapa—				
Accountant .. ..	..	320	0	0
Wanganui—				
Senior Accounts Clerk	..	312	0	0
Hawke's Bay—				
Senior Clerk (Hastings)	..	312	0	0

In witness whereof the parties hereto have executed these presents the day and year first before written:—

New Zealand Hospital Boards' Industrial Union of Employers—

[L.S.] W. H. MCINTYRE } Members of Executive.
 F. CASTLE }

Witness to signatures: E. Cannon, Secretary.

Wellington Local Bodies' Officers' Industrial Union of Workers—

[L.S.] T. L. BARKER } Members of Executive.
 S. H. LEADLEY }

Witness to signatures—C. Park, Secretary.

**WELLINGTON INDUSTRIAL DISTRICT HOSPITAL BOARDS'
CLERICAL WORKERS.—CONCURRENCE IN AGREEMENT.**

A CONCURRENCE in the Wellington Industrial District Hospital Boards' Clerical Workers' industrial agreement made on the 2nd day of September, 1941 (recorded in Book of Awards, Vol. XLI, p. 1317), has been filed with the Clerk of Awards at Wellington on the 24th November, 1941, by the Marlborough Local Bodies' Officers' Industrial Union of Workers.

NEW ZEALAND TYPOGRAPHERS.—ENFORCEMENT.

In the Court of Arbitration of New Zealand, Otago and Southland Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments; and in the matter of the New Zealand

Typographers' award, dated the 4th day of May, 1938, and recorded in Book of Awards, Vol. XXXVIII, p. 1025; and in the matter of an action between William Herbert Cadwallader, as and being an Inspector of Awards, Dunedin, plaintiff, and the Evening Star Co., Ltd., a company duly incorporated under the Companies Act, 1933, and carrying on business at Stuart Street, Dunedin (C. Stanley Smith, managing director), defendant.

Typographical Trade—Wages, Rate of—Piecework—"Run-on Matter"—Matter of a Disadvantageous Character—Military Service Ballot-lists.

The award prescribed special extra piece-work rates for "Run-on matter consisting of names and figures, abbreviations, &c., such as prize-lists, passenger-lists, . . . and matter of similar disadvantageous character." *Held*, That before the extra rates were payable the matter must comply with the three requirements—

- (a) It must be run-on matter:
- (b) It must consist of names and figures, abbreviations, &c.:
- (c) It must be a prize-list, a passenger-list, . . . or some other form of matter which, when run on, is disadvantageous in character to a degree similar to prize-lists, &c., when run on.

The matter in dispute had been set out using a separate line for the name and address of each trainee and was not "run-on" matter, and therefore was not subject to the extra payment.

STATEMENT OF CLAIM.

THE plaintiff claims to recover from the defendant the sum of £10 as a penalty for a breach of the New Zealand Typographers' award dated the 4th day of May, 1938.

The following are particulars of the said breach:—

That the defendant, being an employer party to and bound by the said award, did, within the space of twelve months last past (to wit, on the 7th day of May, 1941, and on each subsequent day upon which the company's newspaper was published up to and including the 30th day of June, 1941) fail to pay workers engaged upon work falling within the scope of the said award (to wit, William Cameron, Peter Jones, Alexander Anderson, James B. Calverley, Charles R. Smith, William Andrew, James Youngman, John L. Cameron, and James Fraser) the one-third extra prescribed by clause 16 (g) of the award on account of disadvantageous matter, such matter not having been set up by the house.

JUDGMENT OF THE COURT, DELIVERED BY TYNDALL, J.

The main point at issue in this case arises in regard to the manner in which clause 16 (g) of the New Zealand Typographers' award (Book of Awards, Vol. XXXVIII, p. 1025) should be interpreted.

The clause reads:—

Run-on matter consisting of names and figures, abbreviations, &c., such as prize-lists, passenger-lists, balance-sheets, market quotations, sports fixtures, and matter of similar disadvantageous character, shall be charged one-third extra, or shall be set up by the house. Wool-sale quotations, and matter indented seven ems or more, shall be charged one-half extra, or shall be set up by the house.

The defendant company published in the *Evening Star*, Dunedin, lists of men drawn by ballot for service overseas.

The following example is a portion of the list which appeared in the issue of 7th May, 1941, and which illustrates the manner in which the matter was set up:—

A

Acker, W., Waipiata.
 Adam, C. F., 22 Princes st., Green Island.
 Adams, C. D., Maerewhenua.
 Adama, H. A. L., 7 Lees st.
 Adams, T. G. H., 14 Forbury rd.
 Adamson, C. R., Ravensbourne.
 Agnew, F. J., Port Chalmers.
 Agnew, H. J. S., 9 Havelock st., Morning-
 ton.
 Aitken, G., 18 Pine Hill Terrace.
 Aitken, A. W., Caversham.
 Aitcheson, M. A., Waikouaiti.
 Aitcheson, M. S., Outram.
 Aitchison, R. J. D., Hampden.
 Aitken, B. A., Sandymount.
 Aitken, F. R., Greenlaw, Mosgiel.
 Aitken, V. R., Box 215, Dunedin.
 Akel, F., 39 Royal Terrace, Dunedin.
 Alcock, L., Wingatui.
 Alderton, R. G., 30 Brown street.
 Allan, C. J., Territorial Camp, Forbury.
 Allan, H. F., 77 Melbourne st., Dunedin
 South.
 Allan, J. L., Rock and Pillar.
 Alcock, A. W., Waikouaiti.
 Allen, G. R., 42 Factory rd., Mosgiel.
 Allin, D. B. C., Main rd., Maia.
 Amery, F. J., 53a Walter st.
 Anderson, A. R., Herbert.
 Anderson, D. P., 6 Pitcairn st., Morning-
 ton.
 Anderson, J. E., Outram.
 Anderson, J. M., 62 Rawhiti st.
 Anderson, J. S., Pukeuri.

Anderson, J. R. G., 16 Fingall st.
 Anderson, W. H. K., 8 Scott st., St. Kilda.
 Anderson, W. S., Herbert.
 Andrew, A. C., Palmerston.
 Armstrong, A. R., Otarehua.
 Armstrong, R. K., Burnside.
 Arnold, E. E., 20 Cranley st.
 Arthur, S., 136 Dundas st.
 Ashcroft, G. E., Box 232, Dunedin.
 Ashton, W. R., 50 Melbourne st.
 Atkin, W. E., 177 Oxford st., South Dun-
 edin.
 Atkinson, A. D., Seacliff.
 Austen, H. W., 29 Frederick st., Dunedin.
 Austin, A. V. C., 144 Highgate.

The question for the Court is whether this matter comes with the scope of the first sentence of clause 16 (g) of the award.

It was contended by the plaintiff that the clause means:—

- (1) That run-on matter consisting of names and figures, abbreviations, &c., such as prize-lists, passenger-lists, balance-sheets, market quotations, and sports fixtures, shall be charged one-third extra or shall be set up by the house; and
- (2) That matter of a similar disadvantageous character shall also be charged one-third extra or set up by the house, irrespective of whether it is run-on matter or not.

We cannot agree with this interpretation.

We are of the opinion that all matter referred to in the first sentence of clause 16 (g) as being chargeable at one-third extra must be run-on matter. If the interpretation suggested by the plaintiff had been intended, we would expect to find the word "and" inserted before the words "sports fixtures."

Before one-third extra rates are chargeable it is considered the matter should comply with three requirements:—

- (a) It must be run-on matter:
- (b) It must consist of names and figures, abbreviations, &c.:
- (c) It must be a prize-list, a passenger-list, a balance-sheet, a market quotation, a sports fixture, or some other form of matter which, when run-on, is disadvantageous in character to a degree similar to prize-lists, passenger-lists, &c., when run-on.

The next point for consideration is whether the ballot-list appearing in the *Evening Star* of 7th May, 1941, is run-on matter.

The plaintiff called four witnesses, three of whom said it is run-on matter, while the fourth said it is broken-out matter and not run-on matter, but the fourth witness also said that he would class such work as being chargeable at one-third extra because it is disadvantageous matter.

The defendant called two witnesses, both of whom described the matter as broken out but not run-on.

Under cross-examination all witnesses for the plaintiff, however, agreed that if they were instructed to set out a ballot-list run-on, the matter, when put into print, would appear in the following form:—

ABEL, Keith F., Chch.; Ackerman, Arthur E., St. Albans; Adams, Hugh A., Shirley; Addie, Basil, Kaiapoi; Agassiz, Geoffrey B., Chch.; Aitken, Andrew D., Timaru; Aitken, Arthur C., Fendalton; Aitken, John E., Methven; Aitken, Peter B., Chch.; Aitken, William McD., Washdyke; Alcock, Peter C. M., Chch.; Aldridge, Ernest G. G., Springburn; Aldridge, Sydney K., Tinwald; Alexander, Donald H., Winchmore; Alexander, Philip B., Chch.; Allan, John W., Cheviot; Allan, Mervyn P., Temuka; Allen, Frank, Chch.; Allison, Anthony J. C., Chch.; Allison, Leicester J., Greendale; Allpress, Richard P. H., Lyttelton; Allred, Dyrek O., New Brighton; Ambler, Eric J., Chch.; Amos, Ronald A., Wakanui; Anderson, Cecil R., Timaru; Anderson, Gilbert M., Chch.; Anderson, Kevin A., Papanui; Andrew, Noel E., Sydenham; Andrews, Jack, Timaru; Andrews, Robert I., Temuka; Anson, Thomas H., Courtenay; Anstis, Clarence F., Sydenham; Apes, Robert A., Waimate; Archer, John J., Chch.; Archer, Norman W., Southbrook; Archibald, Andrew J., Winchester; Argue, Ivan H., Chch.; Armstrong, Gordon B., Waimate; Arnold, Roy J., Belfast; Arrow, Neill, Chch.; Arthur, William D., Balcairn; Aschoff, William W., St. Albans; Ashley, Russell G., Sydenham; Ashworth, Robert G., Addington; Ashworth, Robert J., Amberley; Ashworth, William S., Timaru; Aakew, Walter O., St. Albans; Atkinson, Geoffrey J. H., Chch.; Atkinson, Paul, Ohape Rural; Atkinson, Robert M., Chch.; Atwill, Edwin J. N., Timaru; Auld, John, Cheviot; Austin, Geoffrey Francis, Chch.; Ayrey, Spencer L., Riccarton; Ayrton, Edward, jun., Cheviot.

In the *Authors' and Printers' Dictionary*, by F. Howard Collins, a volume stated on the fly-leaf to be approved by the Master Printers' and Allied Trades' Association of London, by the Edinburgh Master Printers' Association, and by two other similar associations, the term "run-on" is defined as meaning "to have no break; no new paragraph."

In the glossary contained in H. B. & J.'s handbook "to run on" is stated as meaning "in typography, to connect one part of the text with what preceded it, without creating any break at the end of a line or paragraph."

In *Blackie's Concise English Dictionary* "run on" in the printing trade is stated to mean "to be continued without a break or new paragraph."

Up till 1922 in the New Zealand Typographers' award (Book of Awards, Vol. XXIII, p. 908), a schedule was appended to the Hand Work and Jobbing Section giving examples of run-on matter for which one-third was chargeable. These examples were apparently intended to relate only to piece-work under the Hand Work Section and not to piece-work under the Machine Section, because they are obviously selected as examples of run-on figure matter, a term used in clause 12 (d) of the Hand Work Section. Further, it is observed that the piece-work provisions in the Hand Work Section were dropped when the next award was made, and simultaneously the schedule of examples of run-on matter, &c., was dropped. Nevertheless, the examples are of some assistance in confirming the characteristics of run-on matter.

After reviewing the question from all angles we are satisfied that the weight of evidence supports the view that the ballot-list as published in the *Evening Star* its not run-on matter. It may be disadvantageous matter, and, indeed, the evidence shows that in some cases one-third extra has been paid for similar matter, but we are of the opinion that before there is any obligation to pay one-third extra under clause 16 (g) of the award the matter must be shown to be run-on matter.

This the plaintiff has failed to do, and consequently judgment must be for the defendant company.

Dated Thursday, the 18th day of September, 1941.

[L.S.]

A. TYNDALL, Judge.

**NEW ZEALAND TEA-ROOMS AND RESTAURANT EMPLOYEES.—
ENFORCEMENT.**

In the Court of Arbitration of New Zealand, Canterbury Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments; and in the matter of the New Zealand Tea-rooms and Restaurant Employees' award, dated the 31st July, 1940, and recorded in Book of Awards, Vol. XL, p. 1104; and in the matter of an action between Rowland Thomas Bailey, as and being an Inspector of Awards, Christchurch, plaintiff, and J. Ballantyne and Co., Ltd., a company duly incorporated under the Companies Act, 1933, and having its registered offices at Cashel Street, Christchurch, Drapers, Tea-room Proprietors, &c., defendant. Hearing: 7th August, 1941, at Christchurch. Counsel: *K. G. Archer* for plaintiff, *R. A. Young* for defendant.

Tea-rooms and Restaurant Employees—Meal Allowance in lieu of Meals, Payment of, during Holidays when Premises closed—Wages.

The award provided that the employer should supply each worker with two meals on each working-day and one meal on the day of the worker's weekly half-holiday, or in lieu thereof 2s. per day for every day and 1s. on the half-day on which the employer might elect not to supply meals. The employer under this provision elected not to supply meals, and instead paid his employees an additional 11s. each per week, but made deductions from the 11s. in respect of holidays on which the premises were closed. *Held*, That where an employer elected to make payments in lieu of supplying meals there was an obligation to pay for eleven meals per week irrespective of whether the worker actually worked five and a half days or not.

STATEMENT OF CLAIM.

THE plaintiff claims to recover from the defendant the sum of £10 as a penalty for a breach of the New Zealand Tea-rooms and Restaurant Employees' award dated the 31st day of July, 1940. The following are particulars of the said breach: That the said company did have in its employ divers workers covered by the provisions of the New Zealand Tea-rooms and Restaurant Employees' award, and to whom it elected to pay the allowance of 2s. a day in lieu of supplying substantial meals, and during Easter and other holidays when the premises of the company were closed for business the said company failed to pay the aforementioned workers the 2s. meal allowance on each of the days when the premises were closed, contrary to the provisions of clause 13, subclause (a) of the award.

In the alternative the plaintiff claims to recover from the defendant the sum of £10 as a penalty for a breach of the New Zealand Tea-rooms and Restaurant Employees' award dated the 31st day of July, 1940. The following are particulars of the said breach: That the said company did have in its employ divers workers covered by the New Zealand Tea-rooms and Restaurant Employees' award to whom it elected to pay 11s. per week in lieu of supplying substantial meals, and during the week which included the 2nd day of June, 1941 (King's Birthday holiday), the said company did deduct from the wages of the aforementioned workers the sum of 2s. contrary to the provisions of clause 12, subclause (e) of the award.

JUDGMENT OF THE COURT, DELIVERED BY TYNDALL, J.

The defendant company conducts a lounge tea-room in Christchurch in conjunction with its drapery and house-furnishing business, and it is admitted that the firm is bound by the New Zealand Tea-rooms and Restaurant Employees' award.

The provision of board and lodging to employees is governed by clause 13 of the award, the first three subclauses of which read as follows:—

13. (a) Subject as hereinafter mentioned, workers covered by this award shall be supplied by their respective employers with two substantial meals—lunch and evening meal—on each working-day and one substantial meal—lunch—on the weekly half-holiday. It shall not be obligatory for any employer to supply his or her employees with meals on the day on which the premises are closed for business, but if employees are supplied with meals at such times no charge or deduction from the above rates of pay shall be made on account of the meals so supplied: Provided, further, that in lieu of supplying any worker with two meals a day or one meal on the half-day as hereinbefore mentioned any employer may supply such worker with only one meal per day, in which case he or she shall pay the worker, in addition to the rates above mentioned, 1s. per day for every day on which he or she shall supply only one such meal; or he or she may elect not to supply any such meals, in which case he or she shall pay such worker, in addition to the rates of pay above mentioned, 2s. per day for every day and 1s. on the half-day on which he or she supplies no meals.

(b) In establishments which do not provide substantial meals as part of their service it shall be sufficient compliance with this clause if the employer pays the worker the sum of 11s. per week in full satisfaction of all meals.

(c) Meals supplied by employers to workers under this clause shall be supplied on the employer's premises, otherwise 1s. in lieu of each meal not so supplied shall be paid to each worker concerned.

Up to 26th October, 1940, the defendant company made meals available to its tea-room and kitchen staff in accordance with the provision contained in the first sentence of clause 13 (a). After that date the company elected to pay cash in lieu of supplying meals, such election being made pursuant to the power contained in the last portion of the proviso at the end of clause 13 (a).

It is common ground that the establishment of the defendant company is not one coming within the scope of clause 13 (b) of the award, as substantial meals are provided as part of the service to the public.

On certain holidays, such as Labour Day, King's Birthday, Good Friday, &c., it has been the practice of the defendant company to close its premises, including the tea-room. On such days, prior to 26th October, 1940, it was not the practice of the company to supply meals to its staff, as it believed there was no obligation under the award to do so.

When the change in system took place after the aforementioned date the defendant company made no payments in lieu of meals in respect of the holidays on which its premises were closed, and as a result the present proceedings have been instituted.

Mr. Archer, for the plaintiff, made the following submissions in regard to the provisions of the award:—

1. That upon the true construction of clause 13 (a) an employer who elects to pay cash in lieu of meals must pay for eleven meals in each week.
2. That the reference to a "working-day" means not merely a day actually worked, but included a day on which a worker could be called upon to work but on which an employer chooses to close his premises.
3. That the reference in clause 13 (a) to the day on which the premises are closed to business refers in this case only to Sunday and has no allusion to any other day when the premises may be closed.
4. That from reading the award as a whole it is clear that value of meals supplied or money paid in lieu of meals should be treated as part of the weekly wage and that it is intended that a worker should receive either eleven meals per week or the equivalent in money.
5. That if such a proposition is not clear from the wording of clause 13 alone, then the clause must at best be regarded as ambiguous and uncertain and the

Court has the power and the duty to interpret the clause in a manner consistent with the rest of the award and consistent with the proper duties of the employer to the worker.

For the defendant company Mr. Young contended that the term "working-day" means a full working-day worked by an employee on a day on which the establishment is open for business, and that therefore the special holidays are not working-days within the meaning of clause 13 (a) of the award. He also submitted that over a long period no meals had been supplied to the staff on special holidays, and consequently when the system was changed there was no obligation upon the employer to make any payments in lieu of meals which had never previously been supplied.

The first sentence in clause 13 (a) imposes an obligation on the employer to supply certain meals on certain days of the week. The first portion of the next sentence states that there is no similar obligation in respect of one specified day of the week—namely, the day on which the premises are closed for business.

When these two portions of the clause are read together it appears a reasonable inference that for the purposes of clause 13, every week is divided into three classes of days:—

- (a) Working-days on each of which there is an obligation to supply two meals:
- (b) The day on which the half-holiday is taken and on which there is an obligation to supply one meal:
- (c) The day on which the premises are closed for business and on which there is no obligation to supply any meals.

No other class of day is contemplated by the clause.

When a special holiday occurs in any particular week it must be placed for the purposes of the clause within one of the above classifications.

The contention of the defendant is in effect that the holiday should be included in class (c), whereas acceptance of the plaintiff's contention means its inclusion in either class (a) or class (b), whichever is appropriate.

The wording of the clause of the award, however, does not encourage the view that more than one day in any week may be placed in class (c). We incline, therefore, to the contention of the plaintiff. We are now faced with the

somewhat paradoxical proposition that a special holiday on which the workers do not work is to be regarded as a working-day. It is manifest from clause 3 (a) of the award that a worker may be called upon to work on any Sunday as one day of his five and a half days in the week, and from clause 4 (a) it is obvious that he may be called upon to work on a special holiday as one day of his five and a half days in the week.

In any week for any particular worker we consider that five and a half days must be regarded as working-days, irrespective of whether one of those days happens to fall on a Sunday or a special holiday, and irrespective of whether the employer exercises his right to call upon the worker to work on each of the five and a half days in the week or not.

In the last few lines of clause 13 (a) the term "every day" is used, not "every working-day," and the payment in lieu of meals not supplied is linked up with the ordinary weekly rates of pay which represent the remuneration due to the worker in respect of his obligation to work five and a half days in every week.

We feel, therefore, that "every day" must be regarded as meaning "every day in respect of which at least a full day's pay is received by the worker and on which the employer is entitled to call upon him to work."

It is desirable to point out that the term "working-day" occurs only twice in the award—namely, in clause 3 (b) and in clause 13 (a).

Clause 3 (b) reads:—

One full day's holiday of twenty-four consecutive hours from midnight to midnight in each consecutive seven days shall be allowed to every worker covered by this award. Each worker respectively shall receive his or her holiday on the same day in each week. Workers shall be entitled, in addition to such full day's holiday, to a half-holiday from the hour of one o'clock in the afternoon on one of the working-days in each week.

To avoid conflict with the statute it is necessary that the meaning of "working-day" in clause 3 (b) of the award should correspond with the definition of "working-day" contained in subsection (1) of section 2 of the Shops and Offices Act, 1921-22—namely, "Any day in the week except Sunday."

If this interpretation is applied to clause 13 (a) of the award, we reach a conclusion slightly different from that previously reached—namely, that when a special holiday falls on a day of the week other than Sunday it is a "working-day."

In the circumstances of the actual case under consideration, however, either conclusion brings us to the same point.

During the course of the hearing both counsel referred for support to an interpretation of the term "working-day" by Mr. Justice Frazer (Book of Awards, Vol. XXIII, p. 235).

In this case, however, the learned Judge was addressing himself to quite a different question based on a different set of facts and involving the interpretation of an appreciably dissimilar clause in a different award.

We do not propose to comment further beyond pointing out that while Mr. Justice Frazer's interpretation of the term could be applied to clause 2 (c) of the award he had under consideration (Book of Awards, Vol. XXII, p. 678), it could not possibly be applied to clause 3 (b) of the award with which we are now dealing.

We are of the opinion that when an employer elects to make payments in lieu of supplying meals there is an obligation to pay for eleven meals per week irrespective of whether the worker actually works five and half days or not.

Further, this view appears to be in harmony with the provisions of clauses 5 and 13 (b) of the award.

We cannot think it was intended that establishments which provide substantial meals as part of their service should be in a more favourable position than establishments which do not provide substantial meals and which must pay the workers 11s. per week in full satisfaction of all meals.

We find that the first breach alleged in the statement of claim is proved. In view of this decision it is not proposed to discuss the alternative claim.

As it was indicated during the hearing that action had been taken mainly to obtain a ruling from the Court, we impose no penalty.

Dated this 9th day of September, 1941.

[L.S.]

A. TYNDALL Judge.

NORTHERN INDUSTRIAL DISTRICT AGRICULTURAL AND PASTORAL ASSOCIATIONS, RACECOURSE, AND SPORTS BODIES' EMPLOYEES.—AWARD.

In the Court of Arbitration of New Zealand, Northern Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments; and in the matter of an industrial dispute between

the Auckland Houses of Entertainment and Places of Amusement Employees' Industrial Union of Workers (hereinafter called "the union") and the undermentioned associations and clubs (hereinafter called "the employers") :—

- Auckland Agricultural and Pastoral Association (W. F. O'Donnell), Auckland.
- Auckland Amateur Cycling Centre (L. Wilson), Box 35, Auckland.
- Auckland Anniversary Regatta Committee (A. J. Collings), Box 657, Auckland.
- Auckland Cricket Association (E. J. Price), Exchange Lane, Auckland.
- Auckland Football Association (W. Harrison), 314 Southern Cross Building, Auckland.
- Auckland Hockey Association (J. W. Foster), Box 1007, Auckland.
- Auckland Lawn Tennis Association (E. Porter), 37 Shortland Street, Auckland.
- Auckland Racing Club (W. B. Spence), Shortland Street, Auckland.
- Auckland Rugby League (I. Culpan), Courthouse Lane, Auckland.
- Auckland Rugby Union (A. A. Baker), 37 Shortland Street, Auckland.
- Auckland Trotting Club (A. E. Forrest), Durham Street, Auckland.
- Auckland Winter Exhibition (W. F. O'Donnell), Auckland.
- Avondale Jockey Club (J. Rawson), Victoria Street, Auckland.
- Bay of Plenty Jockey Club (S. G. Willecock), Tauranga.
- Franklin Racing Club (W. J. Short), Pukekohe.
- Gisborne Turf Club (H. Sceats), 52 Read's Quay, Gisborne.
- Matamata Racing Club (B. C. Taylor), Matamata.
- Ohinemuri Jockey Club (J. J. Poland), Paeroa.
- Otahuhu Borough Council, Otahuhu.
- Poverty Bay Agricultural and Pastoral Association (E. Chamberlain), Gisborne.
- Rotorua Racing Club (E. La Trobe Hill), Rotorua.
- South Auckland Rugby League (W. C. Davies), Huntly.
- Taumarunui Show Association (S. A. Morris), Taumarunui.
- Tauranga Agricultural and Pastoral Association (A. J. Gallagher), Tauranga.
- Te Aroha Jockey Club (J. P. Somers), Te Aroha.
- Thames Jockey Club (W. S. Clark), Thames.
- Waikato Hunt Club (T. H. Hampshire), Cambridge.
- Waikato Lawn Tennis Association (A. G. Ward), Box 165, Hamilton.
- Waikato Racing Club (E. H. O'Mears), Hamilton.
- Waikato Rugby Union (T. W. Thompson), Ward Street, Hamilton.
- Waikato Trotting Club (G. Jew), Hamilton.
- Waikato Winter Show Association (W. H. Paul), Hamilton.
- Waipa Racing Club (J. G. Wynyard), Te Awamutu.
- Western Springs Speedway, Ltd. (A. P. Postlewaite), Argus House, High Street, Auckland.
- Whangarei Agricultural and Pastoral Association, Whangarei.
- Whangarei Racing Club (F. L. Gunn), Whangarei.

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the above-mentioned dispute, and having heard the union by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, doth hereby order and award:—

That, as between the union and the members thereof and the employers and each and every of them, the terms, conditions, and provisions set out in the schedule hereto and of this award shall be binding upon the union and upon every member thereof and upon the employers and upon each and every of them, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this award; and, further, that the union and every member thereof and the employers and each and every of them shall respectively do, observe, and perform every matter and thing by this award and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this award or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same. And the Court doth hereby further award, order, and declare that any breach of the said terms, conditions, and provisions set out in the schedule hereto shall constitute a breach of this award, and that a penalty as by law provided shall be payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect as from the 6th day of October, 1941, and shall continue in force until the 31st day of July, 1943, and thereafter as provided by subsection (1) (d) of section 89 of the Industrial Conciliation and Arbitration Act, 1925.

In witness whereof the seal of the Court of Arbitration hath hereto been affixed, and the Judge of the Court hath hereunto set his hand, this 3rd day of October, 1941.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE.

PART I.

This Part of this award shall apply to workers employed by racing, trotting, and hunt clubs.

Hours of Work.

1. The hours of work shall not exceed nine per day without restriction as to clock-hours.

Wages.

	Per Day.	
	s.	d.
2. The minimum rates of wages shall be:—		
Number-board men	27	6
Ticket-sellers other than rangers ..	27	6
Money-changers	25	0
Cash turnstile attendants	22	6
Ticket-collectors	21	0
Men in charge of admission gates to public enclosures	27	6
Rangers on boundaries, motor-car attendants, doorkeepers, and all other male attendants and gate-keepers other than above ..	21	0
Cloak-room attendants	21	0
Female employees in lavatories ..	17	6

Meal Allowance.

3. All workers shall be provided with a meal on race-days, or in lieu thereof a meal allowance of 1s. 6d.

Commencement of Engagement.

4. In the event of postponement each worker directed by the employer to report for work and who does report on time shall be paid not less than 5s.

PART II.

This Part of this award shall apply to workers employed by agricultural and pastoral associations and winter exhibitions.

Hours of Work.

5. The hours of work shall not exceed nine per day within a spread of twelve hours.

Wages.

6. The minimum rates of pay for the undermentioned classes of workers shall be as follows:—

	Per Hour.	
	s.	d.
Gate-keepers and other workers	.. 2	5
Ticket-sellers	.. 2	7
	Per Day.	
	s.	d.
Female attendants in lavatories	.. 15	0

Any worker in charge of four or more other workers shall be paid an additional 2d. per hour.

Work done on Sundays shall be paid for at the rate of double time with a minimum of three hours.

Partial Exemption.

7. The Auckland Agricultural and Pastoral Association shall be exempt from this award in respect of its caretaker at Epsom so long as his rate of pay and conditions are not less favourable than at present.

PART III.

This Part of this award shall apply to workers employed by cycle clubs, cricket clubs, football clubs, tennis clubs, hockey clubs, speedways, and the like.

Wages.

8. The minimum rate of pay shall be 2s. 6d. per hour: Provided that the minimum payment on any one day shall be three hours' pay.

Meals.

9. A worker shall not be employed for more than four hours continuously without an interval of at least half an hour for a meal, but this shall not apply if the employer provides the worker with refreshments at his post.

PART IV.

This Part of this award shall apply to workers employed under Parts I, II, and III.

Increase in Rates of Remuneration.

10. All rates of remuneration, including time and piece wages and overtime and other special payments provided for in this award, shall be subject to the provisions of the

general order dated 9th August, 1940, under the Rates of Wages Emergency Regulations 1940, increasing rates of remuneration by an amount equal to 5 per cent. thereof.

Matters not provided for.

11. The essence of this award being that on no account whatsoever shall the work be impeded, any dispute in connection with any matter not provided for in this award shall be settled between the particular employer concerned and the secretary or president of the union, and in default of any agreement being arrived at, then such dispute shall be referred to the Conciliation Commissioner or other person mutually agreed upon, who may either decide the same or refer the matter to the Court. Either party, if dissatisfied with the decision of the Commissioner or such other person, may appeal to the Court upon giving written notice of such appeal to the other party within seven days after such decision shall have been communicated to the party desiring to appeal.

Copy of Award.

12. The employer shall have a copy of the award exhibited in a conspicuous place where it can be seen by the members of the staff.

Right of Entry.

13. The secretary or other authorized representative of the union shall have the right (at a time to be agreed upon with the employer) to enter upon the premises of the employer for the purpose of interviewing the workers, but not so as to interfere with the carrying-on of the employer's business.

Workers to be Members of Union.

14. (a) It shall not be lawful for any employer bound by this award to employ or to continue to employ in any position or employment subject to this award any adult person who is not for the time being a member of an industrial union of workers bound by this award, or who is not for the time being a member of a trade-union which was registered as such before the 1st day of May, 1936, and which is bound by this award: Provided, however, that any

non-unionist may be continued in any position or employment by an employer bound by this award during any time while there is no member of a union bound by this award who is available to perform the particular work required to be done and is ready and willing to undertake it.

(b) For the purposes of subclause (a) of this clause a person of the age of eighteen years or upwards, and every other person who for the time being is in receipt of not less than the minimum rate of wages prescribed by this award for workers of the age of twenty-one years and upwards, shall be deemed to be an adult.

(NOTE.—Attention is drawn to subsection (4) of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, which gives to workers the right to join the union.)

(c) Each employer bound by this award shall, on request, at intervals of not less than twelve months, supply to the union a list of all employees coming within the scope of this award.

Under-rate Workers.

15. (a) Any worker who considers himself incapable of earning the minimum wage fixed by this award may be paid such lower wage as may from time to time be fixed, on the application of the worker after due notice to the union, by the local Inspector of Awards or such other person as the Court may from time to time appoint for that purpose; and such Inspector or other person in so fixing such wage, shall have regard to the worker's capability, his past earnings, and such other circumstances as such Inspector or other person shall think fit to consider after hearing such evidence and argument as the union and such worker shall offer.

(b) Such permit shall be for such period, not exceeding six months, as such Inspector or other person shall determine, and after the expiration of such period shall continue in force until fourteen days' notice shall have been given to such worker by the secretary of the union requiring him to have his wage again fixed in manner prescribed by this clause: Provided that in the case of any person whose wage is so fixed by reason of old age or permanent disability it may be fixed for such longer period as such Inspector or other person shall think fit.

(c) Notwithstanding the foregoing, it shall be competent for a worker to agree in writing with the president or secretary of the union upon such wage without having the same so fixed.

(d) It shall be the duty of the union to give notice to the Inspector of Awards of every agreement made with a worker pursuant hereto.

(e) It shall be the duty of an employer, before employing a worker at such lower wage, to examine the permit or agreement by which such wage is fixed.

Application of Award.

16. (a) This award shall apply to the original parties named herein, and shall extend to and bind as subsequent party hereto every trade-union, industrial union, industrial association or employer who, not being an original party hereto, is, when the award comes into force or at any time whilst this award is in force, connected with or engaged in the industry to which this award applies within the industrial district to which this award relates.

(b) This award shall not apply to any member of any amateur club, amateur society, or amateur association, or to any other persons giving services to such amateur body, but if a person receives any valuable consideration for any services to any amateur body, whether by way of cash, free tickets, or otherwise, he shall be bound by all the provisions of the award.

Scope of Award.

17. This award shall operate throughout the Northern Industrial District.

Term of Award.

18. This award shall come into force on the 6th day of October, 1941, and shall continue in force until the 31st day of July, 1943.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the Court hath hereunto set his hand, this 3rd day of October, 1941.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM.

The only matter referred to the Court related to the term of the award. In other respects the award embodies the agreement of the parties arrived at either in Conciliation Council or during the hearing of the dispute by the Court.

A. TYNDALL, Judge.

WAIKATO COAL-MINES UNDERGROUND OFFICIALS.—ADDING PARTIES TO AWARD SUBJECT TO SPECIAL CONDITIONS.

In the Court of Arbitration of New Zealand, Northern Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments; and in the matter of the Waikato Coal-mines Underground Officials' award, dated the 23rd day of May, 1940, and recorded in Book of Awards, Vol. XLI, p. 517.

Thursday, the 25th day of September, 1941.

UPON reading the application to add parties made by the union of workers party to the Waikato Coal-mines Underground Officials' award, dated the 23rd day of May, 1941, and recorded in Book of Awards, Vol. XLI, p. 517, which application was filed herein on the 4th July, 1941, and upon hearing the duly appointed representatives of the said union and the undermentioned companies, this Court doth order as follows:—

1. That the Waro Coal-mines Ltd., Hikurangi, and the Kamo Collieries, Ltd., Kamo, be and they are hereby added as parties to the said award subject to the following special condition:—

The said companies shall not be bound by subclause (b) of clause 2 of the said award if and so long as any deputy called upon by the said companies to do regular Sunday work shall be paid at the rate of time and a half for all time worked on Sundays.

2. That this order shall operate and take effect as from the day of the date hereof.

[L.S.]

A. TYNDALL, Judge.

**AUCKLAND TOTALIZATOR EMPLOYEES.—AGREEMENT UNDER
LABOUR DISPUTES INVESTIGATION ACT, 1913.**

THIS industrial agreement, made in pursuance of the Labour Disputes Investigation Act, 1913, this 19th day of September, 1941, between the Auckland Totalizator Employees' Association (hereinafter called "the association"), of the one part, and the Auckland Racing Club and William Adams, Manager, George Edwin Dudding, Storekeeper, Harold Sherwin and Leslie Edward Bull, Accountants, carrying on business in Auckland and elsewhere under the name of "Blomfield and Co." (hereinafter called "the employers"), of the other part, whereby it is mutually agreed by and between the parties hereto as follows:—

1. That the terms, conditions, stipulations, and provisions contained and set out in the schedule hereto shall be binding upon the said parties and they shall be deemed to be and are hereby declared to form part of this agreement.

2. That the said parties hereto shall respectively do, observe, and perform every matter and thing by this agreement and by the said terms, conditions, stipulations, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this agreement or of the said terms, conditions, stipulations, and provisions, but shall in all respects abide by and perform the same.

SCHEDULE.

1. The minimum scale of wages payable shall be—

	Per Diem.		
	£	s.	d.
Sellers, issuers, stampers, checkers ..	1	7	6
Change-windows, blackboards, phones, change-runners	1	10	0
Payers	1	15	0
Recorders and head checker ..	2	5	0
Late-dividend payers and group recorders	2	15	0
Cashiers	3	15	0

Provided, however, that the above wages shall be increased by the rate of £5 per cent. for every race meeting that may be held on the racecourses of the Auckland Racing Club, the Auckland Trotting Club, the Avondale Jockey Club, the

Wages.

6. The minimum rates of pay for the undermentioned classes of workers shall be as follows:—

	Per Hour.	
	s.	d.
Gate-keepers and other workers	.. 2	5
Ticket-sellers .. .. .	.. 2	7
	Per Day.	
	s.	d.
Female attendants in lavatories	.. 15	0

Any worker in charge of four or more other workers shall be paid an additional 2d. per hour.

Work done on Sundays shall be paid for at the rate of double time with a minimum of three hours.

Partial Exemption.

7. The Auckland Agricultural and Pastoral Association shall be exempt from this award in respect of its caretaker at Epsom so long as his rate of pay and conditions are not less favourable than at present.

PART III.

This Part of this award shall apply to workers employed by cycle clubs, cricket clubs, football clubs, tennis clubs, hockey clubs, speedways, and the like.

Wages.

8. The minimum rate of pay shall be 2s. 6d. per hour: Provided that the minimum payment on any one day shall be three hours' pay.

Meals.

9. A worker shall not be employed for more than four hours continuously without an interval of at least half an hour for a meal, but this shall not apply if the employer provides the worker with refreshments at his post.

PART IV.

This Part of this award shall apply to workers employed under Parts I, II, and III.

Increase in Rates of Remuneration.

10. All rates of remuneration, including time and piece wages and overtime and other special payments provided for in this award, shall be subject to the provisions of the

general order dated 9th August, 1940, under the Rates of Wages Emergency Regulations 1940, increasing rates of remuneration by an amount equal to 5 per cent. thereof.

Matters not provided for.

11. The essence of this award being that on no account whatsoever shall the work be impeded, any dispute in connection with any matter not provided for in this award shall be settled between the particular employer concerned and the secretary or president of the union, and in default of any agreement being arrived at, then such dispute shall be referred to the Conciliation Commissioner or other person mutually agreed upon, who may either decide the same or refer the matter to the Court. Either party, if dissatisfied with the decision of the Commissioner or such other person, may appeal to the Court upon giving written notice of such appeal to the other party within seven days after such decision shall have been communicated to the party desiring to appeal.

Copy of Award.

12. The employer shall have a copy of the award exhibited in a conspicuous place where it can be seen by the members of the staff.

Right of Entry.

13. The secretary or other authorized representative of the union shall have the right (at a time to be agreed upon with the employer) to enter upon the premises of the employer for the purpose of interviewing the workers, but not so as to interfere with the carrying-on of the employer's business.

Workers to be Members of Union.

14. (a) It shall not be lawful for any employer bound by this award to employ or to continue to employ in any position or employment subject to this award any adult person who is not for the time being a member of an industrial union of workers bound by this award, or who is not for the time being a member of a trade-union which was registered as such before the 1st day of May, 1936, and which is bound by this award: Provided, however, that any

non-unionist may be continued in any position or employment by an employer bound by this award during any time while there is no member of a union bound by this award who is available to perform the particular work required to be done and is ready and willing to undertake it.

(b) For the purposes of subclause (a) of this clause a person of the age of eighteen years or upwards, and every other person who for the time being is in receipt of not less than the minimum rate of wages prescribed by this award for workers of the age of twenty-one years and upwards, shall be deemed to be an adult.

(NOTE.—Attention is drawn to subsection (4) of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, which gives to workers the right to join the union.)

(c) Each employer bound by this award shall, on request, at intervals of not less than twelve months, supply to the union a list of all employees coming within the scope of this award.

Under-rate Workers.

15. (a) Any worker who considers himself incapable of earning the minimum wage fixed by this award may be paid such lower wage as may from time to time be fixed, on the application of the worker after due notice to the union, by the local Inspector of Awards or such other person as the Court may from time to time appoint for that purpose; and such Inspector or other person in so fixing such wage, shall have regard to the worker's capability, his past earnings, and such other circumstances as such Inspector or other person shall think fit to consider after hearing such evidence and argument as the union and such worker shall offer.

(b) Such permit shall be for such period, not exceeding six months, as such Inspector or other person shall determine, and after the expiration of such period shall continue in force until fourteen days' notice shall have been given to such worker by the secretary of the union requiring him to have his wage again fixed in manner prescribed by this clause: Provided that in the case of any person whose wage is so fixed by reason of old age or permanent disability it may be fixed for such longer period as such Inspector or other person shall think fit.

(c) Notwithstanding the foregoing, it shall be competent for a worker to agree in writing with the president or secretary of the union upon such wage without having the same so fixed.

(d) It shall be the duty of the union to give notice to the Inspector of Awards of every agreement made with a worker pursuant hereto.

(e) It shall be the duty of an employer, before employing a worker at such lower wage, to examine the permit or agreement by which such wage is fixed.

Application of Award.

16. (a) This award shall apply to the original parties named herein, and shall extend to and bind as subsequent party hereto every trade-union, industrial union, industrial association or employer who, not being an original party hereto, is, when the award comes into force or at any time whilst this award is in force, connected with or engaged in the industry to which this award applies within the industrial district to which this award relates.

(b) This award shall not apply to any member of any amateur club, amateur society, or amateur association, or to any other persons giving services to such amateur body, but if a person receives any valuable consideration for any services to any amateur body, whether by way of cash, free tickets, or otherwise, he shall be bound by all the provisions of the award.

Scope of Award.

17. This award shall operate throughout the Northern Industrial District.

Term of Award.

18. This award shall come into force on the 6th day of October, 1941, and shall continue in force until the 31st day of July, 1943.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the Court hath hereunto set his hand, this 3rd day of October, 1941.

[L.S.]

A. TYNDALL, Judge.

Definitions.

2. (a) For the purpose of this award, a "malthouse worker", a "brewery worker" and a "bottling-house worker" shall be deemed to be workers who are employed in or about a malthouse, a brewery, or a bottling-house respectively.

(b) For the purpose of this award a "cooper" shall be deemed to be a worker employed as such in or about a brewery.

(c) For the purpose of this award a "shift-worker" shall be deemed to be a worker who is employed outside of the hours prescribed in clause 3 hereof.

Hours of Work.

3. (a) (i) The ordinary hours of work for brewery and malthouse workers shall not exceed forty hours in any one week or eight hours in any one day, which shall be worked between the hours of 7 a.m. and 5 p.m. from Monday to Friday both days inclusive, and 7 a.m. and noon on Saturday.

(ii) The hours of work for workers employed by the Canterbury (N.Z.) Seed Co., Ltd., Christchurch, engaged on continuous processes shall be forty per week, but the employer may arrange that the weekly hours for such men may be extended to forty-four hours for alternate weeks, provided the hours of such workers do not exceed thirty-six hours per week on the alternate weeks. A monthly roster of work shall be prepared and placed in a prominent place where it may be seen by the workers. The day off for workers so employed shall rotate.

(b) Where possible, workers shall be released from Saturday morning work. Where Saturday work is performed such work shall rotate amongst the staff at as long intervals as possible. Workers employed on Saturday mornings shall be allowed an additional half-holiday during the week from 12 noon.

(c) In bottling-stores forty hours shall constitute a week's work, and shall be worked on Monday to Friday, both days inclusive, between the hours of 7.30 a.m. and 4.30 p.m., or between the hours of 8 a.m. and 5 p.m., or between the hours of 8.30 a.m. and 5.30 p.m., as the employer may decide. Notwithstanding anything contained in this sub-clause, essential workers required for despatch and delivery may be employed on Saturday mornings.

(d) "Smoke-oh"—All workers shall be permitted to have a break of ten minutes for rest and refreshment during the morning and afternoon without any complete cessation or interruption of the work of the factory.

Shift-work.

4. (a) Shifts may be worked by employees in the malt-house and brewery and by the yeast companies, provided the workers are engaged in connection with a continuous process.

(b) Eight consecutive hours shall constitute a shift and forty hours a week's work. Where a worker is required to work for three or less shifts in any one week, such worker shall be paid at overtime rates: Provided that a worker may be employed to relieve a shift-worker so long as he is paid not less than the shift rates. Workers employed on shifts shall be paid the sum of 2s. per shift in addition to the ordinary wage.

(c) All time worked in excess of or outside of the ordinary shift-hours shall be paid for at overtime rates.

(d) Workers on shift-work shall be allowed at least a quarter of an hour crib-time on each shift without deduction from pay.

Wages.

5. (a) The following shall be the minimum rates of wages to be paid to the undermentioned classes of workers:—

				Per Week.		
				£	s.	d.
Coopers	5	10 0
Headers	5	2 6
All other workers	5	0 0

(b) Any worker not previously employed at the trade may be paid 3s. 6d. per week less than the above rates for a period of not more than three months.

(c) All wages and overtime shall be paid in cash not later than Thursday in each week: Overtime to be calculated up to the previous Tuesday. In each case wages shall be paid during working-hours.

(d) Employers shall have the right to transfer workers from any one department to any other as the exigencies of the manufacture may require.

In the case of a worker performing work which requires a higher pay, then he shall be paid the rate specified for such work.

(e) A worker in charge of three or more workers shall receive not less than 7s. 6d. per week above the rates prescribed in this award.

(f) If a worker is in receipt of more than the rates prescribed in this award, such worker shall not have his wages reduced so long as he remains at his present employment.

Increase in Rates of Remuneration.

6. All rates of remuneration, including time and piece wages and overtime and other special payments provided for in this award, shall be subject to the provisions of the general order dated the 9th August, 1940, under the Rates of Wages Emergency Regulations 1940, increasing rates of remuneration by an amount equal to 5 per cent. thereof.

Youths.

7. (a) To meet the difficulties created by war conditions, employers may employ youths eighteen years of age and over in the following proportion: One youth to four men or fraction thereof: Provided that it shall not be permissible for an employer to dismiss an adult worker and replace him with a youth.

(b) The Dominion Compressed Yeast Co., Ltd., shall be at liberty to employ youths eighteen years of age and over in the following proportion: One youth to each four men or fraction thereof.

(c) In calculating the proportion of youths to be taken on the required number of men must have been employed for at least two-thirds full time during the preceding six calendar months.

(d) The minimum rates of wages for youths shall be as follows:—

	Per Week.		
	£	s.	d.
Eighteen to nineteen years of age ..	2	15	0
Nineteen to twenty years of age ..	3	5	0
Twenty to twenty-one years of age ..	3	15	0

Females.

8. Females shall not be employed by breweries, malt-houses, or bottling-stores, but the Dominion Compressed Yeast Co., Ltd., may employ females for the purposes of packing and despatching of their products at the following minimum weekly rates of pay:—

Age commencing.			First Six Months.	Second Six Months.	Third Six Months.	Fourth Six Months.	Fifth Six Months.	Sixth Six Months.	Fourth Year.
Under 16	..	..	22/6	27/6	32/6	37/6	42/6	47/6	52/6
16 to 17 ..	..	..	26/-	31/-	36/-	41/-	46/-	51/-	..
17 to 18 ..	..	..	29/6	34/6	39/6	44/6	49/6	..	..
18 to 19 ..	..	..	33/-	38/-	43/-	48/-	..	..	..
19 to 20 ..	..	..	36/6	41/6	46/6	..	..	..	..
20 to 21 ..	..	..	41/-	46/-	..	..	..	..	..
Thereafter £2 17s. 6d.									

Overtime.

9. (a) All time worked outside of or in excess of the hours prescribed in clause 3 hereof shall be deemed to be overtime and shall be paid for at the rate of time and a half for the first three hours and double time thereafter, except on Saturdays, when the rates shall be time and a half for the first four hours and double time thereafter.

(b) Any worker called back to work overtime commencing such overtime not earlier than 6 p.m. shall be paid a minimum of two hours overtime pay.

Holidays.

10. (a) The following holidays shall be allowed without deduction from wages: Christmas Day, Boxing Day, New Year's Day, Anniversary Day (or Show Day), Good Friday, Easter Monday, Anzac Day, Labour Day, and the Sovereign's birthday.

(b) Statutory holidays, except Anzac Day, when falling on a Sunday shall be observed on the following Monday, and in the event of Boxing Day falling on a Monday it shall be observed on the following Tuesday.

(c) Time worked on a Sunday or on any of the holidays mentioned in subclause (a) hereof or on Saturday afternoon shall be paid for in accordance with the provisions of the Factories Amendment Act, 1936.

Any worker called out for work on a Sunday or any of the holidays mentioned in subclause (a) hereof, or not having worked on Saturday morning and is called out to attend on Saturday afternoon, shall be paid a minimum of two hours overtime pay for each call.

(d) One holiday of one week on full pay shall be granted to each worker under this award on completion of each year of service, and at a time to be mutually arranged between the employer and the worker. Such holiday shall be exclusive of the holidays specified in subclause (a) hereof.

(e) A worker who has completed four months' service leaving the service of an employer shall be granted pay in lieu of the holidays mentioned in the preceding subclause in proportion to his length of service.

(f) Subclause (e) hereof shall not apply in the case of any worker dismissed for serious misconduct.

(g) All annual holidays must be taken before the expiration of the twelve months following the date on which they fall due, but not during the months of June, July, and August.

Casual Workers.

11. (a) Casual workers shall be paid a minimum wage of 2s. 8½d. per hour.

(b) A "casual worker" is a worker who is employed for a period not exceeding one week.

Meal-money.

12. (a) When a worker is called upon to work overtime in excess of three-quarters of an hour and notice of requirement to work overtime has not been given on the previous working-day 1s. 6d. tea-money shall be paid.

(b) When a worker has been notified on the previous working-day that he is required to work overtime, and the notice is withdrawn on the day on which the overtime was to be worked, he shall receive a payment of 1s. 6d.

Special Provisions.

13. (a) Where malthouse men are not required at malting they shall be given employment about the brewery or bottling store for the remaining portion of the year, with the exception of those who have not been employed in the malthouse for the whole season.

(b) The temperature of a kiln shall not register more than 160 degrees Fahrenheit while the men are working in such kiln.

(c) Men working in excessive heat shall be allowed fifteen minutes before starting work in a cold temperature.

(d) Any worker required to paint, enamel, or dukeron the inside of any enclosed cylinder, pasteurizer, or vat shall be paid 7s. 6d. in addition to his ordinary wages for each day or part of a day so employed.

(e) Any worker required to enamel or dukeron shall be provided with overalls, gloves, and an air-fed helmet to the satisfaction of the Department of Health.

(f) Adequate facilities shall be provided for workers to wash and, where reasonably practicable, hot water and a drying-room shall be provided, and where necessary a shower bath shall be provided for malthouse and brewery workers.

(g) Malt-bin veils shall be provided for all workers needing them. Mits and masks and first-aid appliances shall be kept available for all employees.

(h) A worker who is employed in a "chilling-room" shall be paid 5s. per week in addition to his ordinary wage.

(i) That when a mash tun of over 100 bushels dry weight has to be cleaned at least two men shall, where practicable, be employed.

(j) Workers employed in an amber-kiln where the air-temperature 4 ft. from the floor is 160 degrees Fahrenheit or more shall be paid 2s. 6d. per week extra.

(k) The employer shall provide each employee engaged in wet or damp places with suitable boots and rubber or leather aprons, and, if necessary, oilskins for outside work.

Disputes.

14. The essence of this award being that the work of the employers shall not on any account whatsoever be impeded but shall always proceed as if no dispute had arisen, it is provided that if any dispute or difference shall arise between the parties bound by this award, or any of them, as to any matter whatsoever arising out of or connected therewith and not dealt with in this award, every such dispute or difference shall be referred to a Committee to be composed of two representatives of each side together with an independent chairman to be mutually agreed upon or, in default of agreement, to be appointed by the Conciliation Commissioner for the district. Either side shall have the right to appeal to the Court against a decision of any such committee upon giving to the other side written notice of such appeal within fourteen days after such decision has been made known to the party desirous of appealing.

Termination of Employment.

15. In the case of workers other than casual hands, a week's notice shall be given by the employer or the worker, as the case may be, but this shall not prevent the employer from summarily dismissing any worker for good cause.

Right of entry upon Premises.

16. (a) The secretary or other authorized officer of the union shall, with the consent of the employer (which consent shall not be unreasonably withheld), be entitled to enter at all reasonable times upon the premises or works, and there interview any workers, but not so as to interfere unreasonably with the employer's business.

(b) Employers shall, once in every six months, if requested by the union, supply a list of workers in their employment.

Under-rate Workers.

17. (a) Any worker who considers himself incapable of earning the minimum wage fixed by this award may be paid such lower wage as may from time to time be fixed, on the application of the worker after due notice to the union, by the local Inspector of Awards or such other person as the Court may from time to time appoint for that purpose; and such Inspector or other person in so fixing such wage shall have regard to the worker's capability, his past earnings, and such other circumstances as such Inspector or other person shall think fit to consider after hearing such evidence and argument as the union and such worker shall offer.

(b) Such permit shall be for such period, not exceeding six months, as such Inspector or other person shall determine, and after the expiration of such period shall continue in force until fourteen days' notice shall have been given to such worker by the secretary of the union requiring him to have his wage again fixed in manner prescribed by this clause: Provided that in the case of any person whose wage is so fixed by reason of old age or permanent disability it may be fixed for such longer period as such Inspector or other person shall think fit.

(c) Notwithstanding the foregoing, it shall be competent for a worker to agree in writing with the president or secretary of the union upon such wage without having the same so fixed.

(d) It shall be the duty of the union to give notice to the Inspector of Awards of every agreement made with a worker pursuant hereto.

(e) It shall be the duty of an employer, before employing a worker at such lower wage, to examine the permit or agreement by which such wage is fixed.

Lost Time.

18. No deduction shall be made from weekly wages on account of holidays, wet weather, or from causes other than the default or absence of the worker over which the employer has no control.

Workers to be Members of Union.

19. (a) It shall not be lawful for any employer bound by this award to employ or to continue to employ in any position or employment subject to this award any adult person who is not for the time being a member of an industrial union of workers bound by this award or who

is not for the time being a member of a trade-union which was registered as such before the 1st day of May, 1936, and which is bound by this award: Provided, however, that any non-unionist may be continued in any position or employment by an employer bound by this award during any time while there is no member of a union bound by this award who is available to perform the particular work required to be done and is ready and willing to undertake it.

(b) For the purposes of subclause (a) of this clause a person of the age of eighteen years or upwards, and every other person who for the time being is in receipt of not less than the minimum rate of wages prescribed by this award for workers of the age of twenty-one years and upwards, shall be deemed to be an adult.

(NOTE.—Attention is drawn to subsection (4) of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, which gives to workers the right to join the union.)

Exemption.

20. Nothing in this award shall apply to coopers employed by:—

- A. A. Corban and Sons, Ltd., 28 Fort Street, Auckland C.1.
- Dominion Breweries, Ltd., Dilworth Building, Customs Street, Auckland C.1.
- Dominion Compressed Yeast Co., Ltd., Williamson Avenue, Grey Lynn, Auckland W.2.
- New Zealand Breweries, Ltd., Khyber Pass Road, Auckland S.E.1,

who are already covered by the Northern Industrial District Coopers' award dated 15th August, 1939 (and recorded in Book of Awards, Vol. XXXIX, p. 1071).

Extension of Hours Under Factories Act.

21. Pursuant to the provisions of section 3 of the Factories Amendment Act, 1936, the limits of hours fixed by subsection (1) of that section are hereby extended upon the terms of this award in respect of every occupier of a factory bound or to be bound by this award.

Scope of Award.

22. (a) This award shall operate throughout the Northern, Taranaki, Wellington, Marlborough, Westland, and Canterbury Industrial Districts.

(b) This award shall apply to the original parties named herein, and shall extend to and bind as subsequent party hereto every trade-union, industrial union, industrial association, or employer, who, not being an original party hereto, is, when this award comes into force or at any time whilst this award is in force, connected with or engaged in the industry to which this award applies within the industrial districts to which this award relates.

Term of Award.

23. This award, in so far as it relates to wages, shall be deemed to have come into force on the 8th day of September, 1941, and so far as all the other conditions of this award are concerned it shall come into force on the day of the date hereof, and this award shall continue in force until the 8th day of September, 1943.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the Court hath hereunto set his hand, this 7th day of October, 1941.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM.

This award embodies the terms of settlement arrived at by the assessors in Conciliation Council. The assessors desire it to be noted that they recommend that the hours of work specified in clause 3 (c) should as far as possible be between 8 a.m. and 5 p.m.

A. TYNDALL, Judge.

**NORTHERN AND WELLINGTON INDUSTRIAL DISTRICTS
CARDBOARD-BOX, CARTON, AND PAPER-BAG MAKERS.—
ENFORCEMENT.**

In the Court of Arbitration of New Zealand, Wellington Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments; and in the matter of the Northern and Wellington Industrial Districts Cardboard-box, Carton, and Paper-bag Makers' award, dated the 18th day of November, 1938, and recorded in Book of Awards, Vol. XXXVIII, p. 3325; and in the matter of an action between Percy Henry Kinsman, as and being an Inspector of Awards, Wellington, plaintiff, and the Empire Printing and Box

Manufacturing Co., Ltd., a duly incorporated company having its registered office at Douglas Street, Wellington, defendant. Hearing: Wellington, 1st September, 1941. Counsel: *P. H. Kinsman*, in person, for plaintiff; *W. J. Kemp*, for defendant.

Overtime, Payment for—Hours—Daily and Weekly Limit—Factories Act, 1921–22, Sections 21 (1), 21 (3)—Factories Amendment Act, 1936, Sections 3 (1), 3 (3), 3 (5), and 3 (7)—“Prescribed Working-hours,” “In excess of,” Meaning of—Custom—Construction of Statutes—Cardboard-box, Carton, and Paper-bag Makers.

The award provided:—

“2. The hours of work shall not exceed forty per week, to be worked on five days of the week, Monday to Friday inclusive, between the hours of 7.30 a.m. and 5.30 p.m.

“8. Work performed in excess of the hours specified in clause 2 hereof shall be paid at the rate of time and a half for the first three hours and double time thereafter.”

The worker was employed Monday to Saturday inclusive as follows:—

First Week: 8, 11, 8, 8, 8, and 3 hours respectively, a total of 46 hours:

Second Week: 11, 8, 8, 11, 8, and 3 hours respectively, a total of 49 hours.

He was paid for the fifteen additional hours at the rate of time and a half on the daily basis of not more than three hours overtime on any one of the five days on which he worked overtime. It was claimed on behalf of the worker that he was entitled to be paid on a weekly basis of three hours at time and a half and double time thereafter for work performed in excess of forty hours in each week. It was contended for the employer, because of the existence of the proviso to section 21 (3) of the Factories Act, 1921–22, that the Factories Act provided for payment for overtime on a daily basis and each day must stand by itself.

Held, (1) That the “working-hours or times” mentioned by section 21 (1) of the Factories Act, 1921–22, and set out in section 3 of the Factories Amendment Act, 1936, are prescribed both on a weekly and daily basis.

(2) That the effect of the proviso to subsection (3) of the principal Act was to exclude the payment of overtime on a daily basis for certain specified workers, but could not be interpreted as excluding the payment of overtime on a weekly basis for all other workers.

(3) That the term “in excess of” in clause 8 of the award meant “more than; amount by which one exceeds the other” and that therefore the word “hours” in clause 8 meant the weekly number of hours specified in clause 2.

Judgment for the Inspector.

STATEMENT OF CLAIM.

THE plaintiff claims to recover from the defendant the sum of £10 as a penalty for a breach of the Northern and Wellington Industrial Districts Cardboard-box, Carton, and Paper-bag Makers' award, dated the 18th day of November, 1938.

The following are particulars of the said breach:—

The defendant, being a party bound by the provisions of the above-mentioned award, employed A. B. Pinching as a general hand during the period from the 3rd March, 1941, to the 15th March, 1941, for more than forty hours in each week and failed to pay him at the rate of time and a half for the first three hours and double time thereafter for work performed in excess of forty hours in each week in breach of clause 8 of the said award.

JUDGMENT OF THE COURT, DELIVERED BY TYNDALL, J.

The defendant company is an original party to the Northern and Wellington Industrial Districts Cardboard-box, Carton, and Paper-bag Makers' award (Book of Awards, Vol. XXXVIII, p. 3325), and it is admitted that during the period mentioned in the statement of claim the worker named therein performed work coming within the scope of the said award.

In the two working-weeks commencing on Monday, 3rd March, 1941, and ending on Saturday, 15th March, 1941, the worker worked the following hours:—

Week ending 8th March—		Week ending 15th March—	
	Hours.		Hours.
Monday, 3rd March ..	8	Monday, 10th March	11
Tuesday, 4th March ..	11	Tuesday, 11th March	8
Wednesday, 5th March	8	Wednesday, 12th March	8
Thursday, 6th March	8	Thursday, 13th March,	11
Friday, 7th March ..	8	Friday, 14th March	8
Saturday, 8th March	3	Saturday, 15th March	3
Total 46		Total 49	

The defendant company paid the worker overtime at the rate of time and a half for fifteen hours in all, being three hours on each of the following days: 4th, 8th, 10th, 13th, and 15th of March.

The plaintiff claims that to comply with the award the defendant company should have paid the worker overtime for six hours at the rate of time and a half, and overtime for nine hours at the rate of double time—in other words, that overtime should have been paid in each week in respect of all hours worked in excess of forty, the said payment being based on a rate of time and a half for the first three hours in each week and double time thereafter.

The relevant portions of the award are clauses 2 and 8 dealing with hours of work and overtime respectively, and read as follows:—

2. The hours of work shall not exceed forty per week, to be worked on five days of the week, Monday to Friday inclusive, between the hours of 7.30 a.m. and 5.30 p.m.

8. Work performed in excess of the hours specified in clause 2 hereof shall be paid at the rate of time and a half for the first three hours and double time thereafter.

In support of his case the plaintiff cited an opinion of Mr. Justice Frazer (*Otago Brewers, Bottlers, Bottle Washers, and Aerated-water Workers—Interpretation*) to be found in *Book of Awards, Vol. XXIV, p. 310*.

The clauses considered by the learned Judge were as follows:—

Vol. XXIII, p. 9: Clause 1, Hours of Work.

(a) From the 1st day of November to the 30th day of April, forty-eight hours shall constitute a week's work, and from the 1st day of May to the 31st day of October, forty-four hours shall constitute a week's work. The hours of work shall be so regulated that the week shall end at noon on Saturday, the balance of the hours to be divided equally between the other five days of the week.

(b) It shall be competent for any employer to arrange with his worker to substitute forty-seven hours and forty-five hours respectively in lieu of the forty-eight and forty-four hours above referred to.

(c) Any condiment-manufacturer may work forty-seven hours per week all the year round instead of the hours hereinbefore prescribed.

Vol. XXIII, p. 10: Clause 6, Overtime.

6. All time worked beyond the hours mentioned in clause 1 hereof shall be paid for at the rate of time and a half for the first three hours and double time thereafter.

The question submitted to the Court was:—

Vol. XXIV, p. 311: Is overtime to be computed after completion of forty-four, forty-seven, or forty-eight hours' work, as the case may be, or should overtime rates be paid on all time worked on any day in excess of the usual daily working-hours irrespective of whether the weekly limit of working-hours be exceeded or not?

The opinion of the Court was as follows:—

The provisions of clause 6 relate to "all time worked beyond the hours mentioned in clause 1." Under clause 1 weekly hours are fixed, and provision is made for fixing the daily hours (*vide* *Wellington Drivers'*

interpretation, Book of Awards, Vol. XII, p. 99). Clause 6 does not differentiate between daily and weekly overtime, and must be construed as applying to both. The decision in the Manawatu Flaxmill Employees' case (Book of Awards, Vol. VIII, p. 1047) is not in point, for the overtime clause in the award under consideration in that case specifically related to overtime over the week. In any event, overtime over the day is payable under the Factories Act when provision has been made in the award for fixing the daily hours of work, but the present award deals, independently of the Act, with both daily and weekly overtime. If, therefore, on any day overtime is worked, it is to be paid for at the rate of time and a half for the first three hours and double time thereafter; but if the total weekly hours exceed the prescribed number, the rate of overtime payment must be made up to double time for all overtime hours worked in excess of three hours for the week. If, however, the total weekly hours do not exceed the prescribed number, even though overtime has been worked on two or three days, each day stands by itself, and the overtime for each day is separately computed.

Mr. Kemp, for the defence, made the following three main submissions:—

- (1) That the words used in clause 8 of the Cardboard-box Makers' award refer to work performed in excess of the clock-hours specified in clause 2, and that it is intended that overtime should be assessed on a daily basis.
- (2) That the overtime work performed by the worker was unlawfully performed and that the proceedings for a breach of the award for failure to pay overtime as provided therein are misconceived.
- (3) That the award should be interpreted in accordance with the interpretation placed on clause 8 by the parties over a number of years.

With regard to his first submission, Mr. Kemp relied principally on the wording of section 21 (3) of the Factories Act, 1921-22. In its amended form this section reads:—

Every person who is employed during such extended hours under this section shall be paid therefor at not less than one-half as much again as the ordinary rate:

Provided that in the case of persons employed in and at bush sawmills engaged solely at logging, breaking down, and sawing rough timber the overtime shall be payable only for the extended hours worked during the week in excess of the prescribed weekly maximum number of working-hours:

Provided also that when the ordinary rate is by time, and not by piecework, the overtime rate shall not be less than one shilling and sixpence an hour, and shall be paid at the first regular pay-day thereafter.

Mr. Kemp contended that because of the existence of the first proviso in the section, it is clear that the basis of payment for overtime provided in the Factories Act is a daily basis, and that each day therefore stands by itself; consequently the Court had no power to make an award providing for the payment of overtime on other than a daily basis. He argued, further, that if the first portion of the section had reference to a weekly basis, then the first proviso would have been unnecessary.

We are not in agreement with this view.

Section 21 (1) of the Factories Act, 1921-22, refers to "prescribed working-hours or times." The "prescribed working-hours or times" were originally to be found in sections 17 and 18 of the principal Act, but are now to be found in section 3 of the Factories Amendment Act, 1936, the latter section being in substitution of the former sections as well as in substitution of subsection 6 of section 26 of the principal Act.

The working-hours are prescribed both on a weekly and a daily basis.

The reference in section 3 (3) of the Amendment Act to "limits of working-hours prescribed by subsection one of this section" must, in our opinion, refer to limits of hours both on a weekly and a daily basis. Similarly the reference to "prescribed working-hours" in section 21 (1) must refer to both weekly and daily working-hours, and this section provides, therefore, that both weekly and daily working-hours may be extended.

We consider that the first portion of section 21 (3) provides for the payment of overtime rates on either a weekly or daily basis, and that the first proviso to the subsection means that in the case of certain persons employed in and at bush sawmills there is no alternative, the overtime being payable only on a weekly basis. Section 21 (3), however, does not say that only in the case of certain persons in and at sawmills shall overtime be payable on a weekly basis.

We interpret the section as excluding the payment of overtime on a *daily* basis for certain specified workers, but not as excluding the payment of overtime on a *weekly* basis for all other workers.

With regard to clause 8 of the award, we think that the meaning which should be ascribed to the term "in excess of" is that found in the Concise Oxford Dictionary—i.e., "more than; amount by which one exceeds the other," and that, therefore, the word "hours" used in clause 8 means the weekly number of hours specified in clause 2.

It should be noted that there is no fixed daily number of hours referred to in clause 2, but merely clock-hour limits, within which the workers must be employed. In interpreting this clause we follow previous decisions of this Court: see Book of Awards, Vol. XXII, p. 504, and Vol. XXXVIII, p. 3239.

With regard to his second submission, Mr. Kemp pointed out that under section 21 of the Factories Act, 1921-22, the prescribed hours of adult male workers may be extended. The hours in question are set out in section 3 of the 1936 Amendment, and Mr. Kemp contended that the only machinery providing for the extension of hours of adult males is contained in subsection 5 of the said section. Consequently, before extended hours can be worked by such workers an order of the Court of Arbitration is necessary; no such order having been made in the present case, he contended that the overtime work was unlawfully performed.

We do not agree with these contentions.

It is clear from section 3 (7) of the 1936 Amendment that section 3 is not in substitution for any portion of section 21 of the principal Act, which, incidentally, is amended by section 6 of the same amendment. Section 3 (1) is to be read subject to the provisions of the principal Act, and section 3 (5) must, in our opinion, be also read subject to the provisions of the principal Act.

We consider that section 3 (5) makes provision for the extension of ordinary working-hours—that is, working-hours to which ordinary rates of pay apply—and the wording of section 3 (4) assists us to this conclusion. On the other hand, section 21 of the principal Act manifestly provides for overtime or extension of working-hours for which overtime rates are payable.

The dual use of the word “extension” in the two sections may be unfortunate, but we consider the intention of the Legislature is quite clear. We hold, therefore, that no order of the Court is necessary before overtime may be worked.

Mr. Kemp pleaded custom as his third defence.

We are not satisfied as to the existence of a universal custom in the industry to calculate overtime payments on a daily basis, and further, even if custom were established to our satisfaction, we consider it would be inconsistent with the clear provisions of the award.

Mr. Kemp also drew our attention to the decision of the Full Bench of the Industrial Commission of New South Wales in the case of the *Crown Crystal Glass Co., Ltd. v. Scott* (N.S.W. Industrial Reports, 1935, Vol. XXXIV, p. 1).

The full judgment in this case is as follows:—

A complaint was made in this matter on the 28th November, 1934, by J. M. Scott, secretary of the New South Wales Branch of the Australian Glass Workers' Union, which is an industrial union concerned in the industries and callings covered by the Glass Makers' (Crown Crystal Glass Company, Limited) award (XLV I.G. 428) that Crown Crystal Glass Company, Limited, a company bound to conform to that award, committed a breach of it between the 8th and 15th days of November, 1934, both inclusive, by employing William Henry Thomas, a packer packing ware in straw in headed-up packages, on overtime, and did not pay him the rate set out in the award. The wages set out in the award for packers packing ware in straw in headed-up packages is £3 15s. per week.

The facts proved before the Magistrate, as to which there is no dispute, showed that Thomas worked overtime as follows: On 8th November, 3½ hours; on 12th November, 1 hour; on 13th November, 3½ hours; and on 14th November, 1 hour; making a total of 8 hours' overtime for the week.

The provisions with regard to the payment of overtime are contained in clause 3 (i) of Part I of the award, which reads as follows:—

"For all time worked in excess of the ordinary working hours, Monday to Saturday, inclusive, payment shall be made at the rate of time and a half for the first four hours and double time thereafter for all employees"

(Other than certain employees who do not include Thomas and need not therefore be enumerated.)

The "ordinary working hours" mentioned in that clause are defined in clause 2, subclause (i) of which provides:—

"The ordinary working hours of sorters, packers, batch-mixers, and all general labourers shall be 44 per week, to be worked in five and a half days per week between 7 a.m. Monday and 12 noon Saturday inclusive: Provided that the employer may agree with his employees that the 44 hours may be worked in five days. The starting and stopping times shall be arranged in each factory by a committee representative of the men and of the employer."

The starting and finishing times had been arranged, and in connection with this particular employee for that week, a contest arose as to whether in ascertaining the rate of pay for overtime the whole of the overtime should be lumped at the end of the week, in which case there would be a large amount of the overtime in excess of 4 hours which would have to be paid for at double time, or whether the provisions of the award meant that each day's overtime was to be taken separately—that is, that in order to ascertain whether a man was entitled to anything more than time and a half, it had to be ascertained on any particular day whether he had on that day worked more than 4 hours.

The Chief Industrial Magistrate held that the overtime should have been calculated on a weekly basis, and he made an order for a penalty of 5s. against the company.

It is stated that it has been the practice for a long period to calculate the overtime on a daily basis, but we think that is quite irrelevant and if the practice is wrong then it must be put right.

We think, however, on the true construction of the award, that the alleged practice is the correct one, and that there is no right to payment at the higher rate unless more than 4 hours' overtime are worked on one day. It seems to us that this construction is entirely for the protection of the employees. This is an industry in which there is a great deal of lost time, and although it frequently happens that employees are required to work a considerable number of hours overtime during one day it very often happens also that they do not get a full week's work. They cannot have it both ways; either their overtime must be made up daily or it must be made up at the end of the week. If a man who has worked, say, four hours' overtime on one day and five hours' overtime on another day, and then obtains no more work for the rest of the week, has to have his overtime made up on a weekly basis, he would be entitled to no overtime at all.

In our opinion the Magistrate's order was erroneous and should be set aside.

There will be no order as to costs.

We are of the opinion that the above case is clearly distinguishable from the case which is now before us. In the former case, the initial words of the overtime clause are "For all time worked in excess of the ordinary working hours, Monday to Saturday inclusive" We interpret these words to mean "For all time worked in excess of the ordinary working-hours on Mondays, Tuesdays, Wednesdays, Thursdays, Fridays, and Saturdays," and with respect we agree with the conclusion reached by the Full Bench of the Industrial Commission of New South Wales that on the true construction of the clause it is intended that overtime should be calculated only on a daily basis. The exact numbers of hours which are to be regarded as the ordinary working-hours for each particular day of the week are fixed by a committee in each factory. In the overtime clause we are called upon to interpret, the initial words are "Work performed in excess of the hours specified in clause 2 hereof." Clause 2 specifies no daily number of hours, but merely the weekly number of hours and the daily clock-hour limits. The daily clock-hour limits cannot be regarded as fixing the daily number of ordinary working-hours, as these limits cover a range of over eight hours. If it were accepted that they did fix the daily number of hours, the award would be inconsistent with the provisions of subsection 1 (b) of section 3 of the Factories Amendment Act, 1936, which prescribes an eight-hour day for factory workers. We are of the view, therefore, that the initial words in the overtime clause cannot be read as being without application to the weekly number of hours specified in clause 2.

Judgment is for the Inspector for a declaration that a breach has been committed, but as the action was brought for the purpose of obtaining an interpretation, no penalty will be awarded.

Mr. Prime wishes to say that he is not entirely satisfied that this case is distinguishable from the New South Wales case.

Dated this 9th day of October, 1941.

[L.S.]

A. TYNDALL, Judge.

**ELECTRIC PRODUCTS, LTD., AUCKLAND, FEMALE FACTORY
EMPLOYEES.—INDUSTRIAL AGREEMENT.**

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, this 3rd day of October, 1941, between Messrs. Electric Products, Ltd., Ruru Street, Eden Terrace, Auckland C.3, of the one part, and the Northern Industrial District Amalgamated Engineering, Coachbuilding, and Related Trades' Industrial Union of Workers, Auckland C.1 (hereinafter referred to as "the union"), of the other, witnesseth that it is hereby agreed by and between the parties hereto as follows:—

1. That the terms, conditions, stipulations, and provisions contained and set out in the schedule hereto shall be binding upon the said parties, and they shall be deemed to be and are hereby incorporated in and declared to form part of this agreement.

2. The said parties hereto shall respectively do, observe, and perform every matter and thing by this agreement and by the said terms, conditions, stipulations, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this agreement or of the said terms, conditions, stipulations, and provisions, but shall in all respects abide by and perform the same.

SCHEDULE.

Application of Agreement.

1. This agreement shall apply to all female workers employed in or about the employer's factory except female office staff.

Hours of Work.

2. (a) Forty hours shall constitute a week's work and eight hours shall constitute a day's work, to be worked between the hours of 8 a.m. and 5 p.m. on five days of the

week, Monday to Friday inclusive, but it is agreed that the company can apply to have this clause reviewed by the Court during the currency of this agreement in the event of other industries being granted extension of hours beyond 40 hours per week.

(b) The meal interval shall be arranged mutually between the employer and the workers, but shall not be shorter than half an hour.

(c) A rest period of ten minutes shall be allowed and paid for during every morning and afternoon.

Rates of Wages.

3. (a) Female workers shall be paid not less than the following minimum weekly rates of wages:—

Age commencing.			First Six Months.	Second Six Months.	Third Six Months.	Fourth Six Months.	Fifth Six Months.	Sixth Six Months.	Seventh Six Months.
Under 16	..	..	19/-	23/-	27/-	31/-	35/-	40/-	47/6
16 to 17	..	..	22/-	26/-	30/-	34/-	39/-	46/-	..
17 to 18	..	..	25/-	29/-	33/-	38/-	45/-	..	..
18 to 19	..	..	28/-	33/-	38/-	44/-	..	..	..
19 to 20	..	..	31/-	37/-	43/-	..	..	..	..
20 to 21	..	..	34/-	42/-	..	..	..	..	..

and thereafter, or on attaining the age of twenty-one years, not less than £2 12s. 6d. per week.

(b) Wages shall be paid weekly during working-hours, but (subject to the provisions of the Factories Act relating to deductions from wages) only time worked shall be paid for.

(c) Females in charge of three or more workers shall be paid 1s. per day extra.

(d) In addition to the schedule rates of wages as set out in clause 3 (a), an amount in accordance with the general order dated 9th August, 1940, relating to cost-of-living clauses of the Rates of Wages Emergency Regulations 1940 shall be paid.

Overtime.

4. All work done on any day in excess of the hours prescribed in clause 2 hereof shall be deemed to be overtime and shall be paid for at the rate of time and a half for the first four hours and double time thereafter.

Meal-money.

5. The employer shall allow meal-money at the rate of 1s. 6d¹ per meal when workers are called upon to work overtime after 6 p.m. on Monday, Tuesday, Wednesday, Thursday, or Friday, or after 1 p.m. on Saturday, unless such workers can reasonably get home for a meal and return to their work in one hour, in which case the meal allowance need not be paid.

Holidays.

6. (a) The following shall be the recognized holidays: New Year's Day and the day following, Good Friday, Easter Monday, Anzac Day, King's Birthday, Labour Day, Christmas Day, and Boxing Day.

(b) All workers who have been employed in the factory any time during the fortnight ending on the day on which any of the above-named holidays occur shall be paid therefor.

(c) No payment over and above the ordinary week's wages shall be made to any worker for a holiday which falls on what is not ordinarily a working-day, except for work actually performed on such a day.

(d) Any worker employed on any of the aforesaid holidays shall be paid double time rates therefor; such wage to be in addition to the ordinary weekly wage.

(e) Notice of closing down for Christmas holidays shall be posted in a conspicuous place for at least three days before the holidays.

Annual Holiday.

7. (a) An annual holiday of one week on full pay shall be granted to every worker on completion of every twelve months' service. Qualifying period for payment of holiday shall date from 1st October, 1941. Such holiday shall be given and taken at a time to be mutually arranged between the employer and the worker.

(b) Should any worker be discharged after six months' service or leave the service before the annual holiday becomes due the worker shall be entitled to a holiday payment on a *pro rata* basis for the service rendered in that year.

Accommodation.

8. The employer shall provide suitable accommodation wherein employees may keep their clothes, and a suitable dining-room wherein they may partake of their meals. A sufficient supply of boiling water shall also be available at meal-times.

First-aid Outfit.

9. First-aid outfits, in accordance with the requirements of the Inspector of Factories, shall be kept in the factory and be accessible in case of accidents.

Notice of Termination of Employment.

10. One week's notice shall be given on either side to terminate employment, except that the employer has the right to summarily dismiss any worker for misconduct, or suspending for failing to report for work on any day and/or reporting for work late without a good cause or the permission of the employer.

Access to Workshop.

11. The secretary or other authorized officer of the union shall, with the consent of the employer (which consent shall not be unreasonably withheld), be entitled to enter at all reasonable times on the premises or works and there interview any workers, but not so as to interfere unreasonably with the employer's business.

Workers to be Members of Union.

12. Court's usual clause.

Under-rate Workers.

13. Court's usual clause.

Disputes.

14. The essence of this agreement being that the work of the employer shall not on any account whatsoever be impeded should a dispute arise on any matter whatsoever, a Disputes Committee shall be set up comprising two representatives of both employers and workers, who shall decide the matter.

Failing a decision in this manner the Conciliation Commissioner for the district shall be appointed chairman of the committee, and a majority decision of this committee shall be binding on all parties, except that any party adversely affected thereby shall have the right, within fourteen days after the decision is given, to appeal against the decision to the Court of Arbitration, which may amend the decision in any way as, after hearing the parties, it may consider necessary or desirable.

Term of Agreement.

15. This agreement shall come into force on the 3rd day of October, 1941, and shall continue in force until the 3rd day of October, 1943.

Signed on behalf of Electric Products, Ltd., Ruru Street, Auckland C. 3—

[L.S.]

T. J. FLYNN, Manager.
A. L. PIKE, Secretary.

Signed on behalf of the Northern Industrial District Amalgamated Engineering, Coachbuilding, and Related Trades' Industrial Union of Workers—

[L.S.]

S. GLADING, President.
J. NEAL, Secretary.

**AUCKLAND (TWENTY-ONE-MILE RADIUS) BUTCHERS.—
INTERPRETATION.**

In the Court of Arbitration of New Zealand, Northern Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments; and in the matter of the Auckland (Twenty-one-mile Radius) Butchers' award, dated the 25th day of October, 1940, and recorded in Book of Awards, Vol. XL, p. 1779; and in the matter of an action between Gordon Brown, as and being an Inspector of Awards, Auckland, plaintiff, and Hydra Bacon and Meat Co., Ltd., a company duly incorporated under the Companies Act, 1933, and having its registered office at Margaret Street, Ponsonby, Auckland, Bacon-curers and Pork-butchers, defendant.

Butchers—Pork-butchers—Employment of Females in handling of Uncooked Meat other than Small-goods prohibited—Pork Chops and Pork Fillets not "Small-goods."

The award prohibited the employment of females as butchers' assistants or in doing work usually done by a butcher's assistant, or in handling other than in the form of small-goods any beef, veal, mutton, lamb, or uncooked pork. Two female assistants were employed in the pork-butcher department of a butcher's shop in the sale of small-goods and pork chops and pork fillets. *Held*, That the award prohibited the handling of uncooked pork by females, and as pork chops and pork fillets did not come within the category of small-goods as generally understood in the trade a breach of the award had been committed.

STATEMENT OF CLAIM.

THE plaintiff claims to recover from the defendant the sum of £10 (ten pounds) as a penalty for a breach of the Auckland (Twenty-one-mile Radius) Butchers' award, dated the 25th day of October, 1940.

The following are particulars of the said breach:—

That the defendant, being the occupier of a shop situated at 328 Karangahape Road, Auckland, did, on the 22nd day of August, 1941, employ the two female assistants, Myrtle Buffett and Joyce Rankin, in the said shop at work coming within the scope of the said award, and did employ the said female assistants in handling, other than in the form of small-goods, uncooked pork.

JUDGMENT OF THE COURT, DELIVERED BY TYNDALL, J.

The defendant company operates a combined butcher's and pork-butcher's shop at 328 Karangahape Road, Auckland, and is admittedly a party to the Auckland (Twenty-one-mile Radius) Butchers' award (Book of Awards, Vol. XL, p. 1779). In the pork-butchery department female assistants are engaged in the sale of small-goods, and it is admitted that at times they have sold pork chops and pork fillets.

The plaintiff contends that pork chops and pork fillets are uncooked pork, and that as clause 10 (*k*) of the award prohibits the handling by females of uncooked pork other than in the form of small-goods a breach of the award has been committed.

Clause 10 (*k*) reads as follows:—

No female shall be employed as a butcher's assistant or in doing in or about a butcher's shop or the butcher's department of a combined butcher's and pork-butcher's shop work usually done by a butcher's assistant, or in handling, other than in the form of small-goods, any beef, veal, mutton, lamb, or uncooked pork.

For the defendant company Mr. Anderson argued that the intention of the clause is merely to limit the employment of female assistants to pork-butchers' and delicatessen shops, and that the last portion of the clause dealing with the handling of the various classes of meat has no reference to pork-butchers' shops, or to pork-butchers' departments in combined shops. He stated further that it has always been the custom in Auckland to staff pork-butchers' shops with females.

We are of the opinion that the clause in its present form does prohibit the handling of uncooked pork by females employed by a party to the award, and as we do not consider that pork chops and pork fillets come within the category of small-goods as generally understood in the butchery trade we hold that a breach has been committed.

As the plaintiff informed us that the action was brought with the object of obtaining a ruling from the Court no penalty is imposed.

Dated the 3rd day of October, 1941.

[L.S.]

A. TYNDALL, Judge.

NORTHERN INDUSTRIAL DISTRICT METAL-WORKERS' ASSISTANTS AND NEW ZEALAND METAL TRADES' EMPLOYEES.—ENFORCEMENT.

In the Court of Arbitration of New Zealand, Northern Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments; and in the matter of the Northern Industrial District, Metal-workers' Assistants' award, dated the 25th day of September, 1939, and recorded in Book of Awards, Vol. XXXIX, p. 1345; and the New Zealand Metal Trades' Employees' award, dated the 30th day of June, 1941, and recorded in Book of Awards, Vol. XLI, p. 655; and in the matter of two actions between Alan Herbert Smithers, as and being an Inspector of Awards, Auckland, plaintiff, and Mason and Porter, Ltd., a company duly incorporated under the Companies Act, 1933, and having its registered office at 5 Cleveland Road, Auckland, defendant.

Travelling-time, Payment for—Night-shift Workers ceasing Work after Cessation of Public Wheeled Traffic entitled to Payment for Travelling-time only when Overtime worked—Construction of Award—Metal-workers' Assistants—Metal Trades' Employees.

Clause 3 of the Metal-workers' Assistants' award dealt with night-shift workers alone and prescribed the overtime rates for such workers and the conditions under which such rates were payable, while clause 4, a general overtime clause, provided:—

"(a) Except as provided in clause 3, all work done in excess or outside of the hours mentioned in clause 2 hereof shall count as overtime and shall be paid for as follows"

"(c) and any worker who may work continuously until after the cessation of public wheeled traffic and cease work before the ordinary time of starting of such traffic shall be paid for time occupied in travelling to or from his home"

While remaining subclauses of clause 4 had some direct and obvious relation to the working of overtime by other than night-shift workers, there was no clear indication that they were not

intended to be applied to night-shift workers. The Metal Trades' Employees' award contained similar provisions. The company employed a number of metal-workers' assistants, as well as a number of metal trades' employees, on night shifts from 5 p.m. to 1 a.m. on four days and 4 p.m. to midnight on the fifth day; three of the workers were also employed on overtime. Travelling-time in accordance with clause 4 (e) was not paid, it being claimed that this clause did not apply to night-shift workers. *Held*, That clause 4 (e) applied to night-shift workers, but only when overtime was being worked, and there had therefore been a breach of the award only in respect of three of the workers who had worked overtime.

STATEMENTS OF CLAIMS.

A. The plaintiff claims to recover from the defendant the sum of £10 as a penalty for a breach of the Northern Industrial District Metal-workers' Assistants' award dated the 25th day of September, 1939. The following are particulars of the said breach:—

That the defendant, being a party to and bound by the said award, did, during the fortnight ending on the 18th day of July, 1941, employ, M. Barnett, A. Wright, C. Alder, T. Lee, P. Gill, A. J. S. Renata, R. S. Steele, T. W. Rapana, and P. Lee, shift-workers, continuously until after the cessation of public wheeled traffic and who ceased work before the ordinary time of starting of such traffic, and did fail to pay such workers for the time occupied in travelling to their homes, computed at three miles per hour, at ordinary rates of pay, as required by clause 4 (e) of the said award.

B. The plaintiff claims to recover from the defendant the sum of £10 as a penalty for a breach of the New Zealand Metal Trades' Employees' award, dated the 30th day of June, 1941. The following are particulars of the said breach:—

That the defendant, being a party to and bound by the said award, did, during the fortnight ending on the 18th day of July, 1941, employ P. Brown, J. V. McLeod, C. R. Roberts, W. Percival, and J. Walsh, shift-workers, continuously until after the cessation of public wheeled traffic and who ceased work before the ordinary time of starting of such traffic, and did fail to pay such workers for time

occupied in travelling to their homes computed at three miles per hour, at ordinary rates of pay, as required by clause 5 (f) of the said award.

JUDGMENT OF THE COURT, DELIVERED BY TYNDALL, J.

The defendant company operates two factories—one at Parnell, Auckland, and the other at Panmure—and is bound by the Northern Industrial District Metal-workers' Assistants' award (Book of Awards, Vol. XL, p. 1345) and by the New Zealand Metal Trades' Employees' award (Book of Awards, Vol. XLI, p. 655).

Under the former award the nine workers mentioned in the first statement of claim were employed at Parnell for the fortnight ending 18th July, 1941, and their ordinary working-hours were as follows:—

Eight hours per day, commencing at 5 p.m. on Mondays, Tuesdays, Wednesdays, and Thursdays and finishing at 1 a.m.

Eight hours on Friday, commencing at 4 p.m. and finishing at midnight.

Some of these workers also worked overtime on certain days, but on all occasions during the fortnightly period when each of the workers finished work "public-wheeled traffic" within the meaning of clause 4 (e) of the award was not available to them. The plaintiff claims that under clause 4 (e) the workers should have been paid for time occupied in travelling to their homes, computed at three miles per hour, at ordinary rates of pay.

Clause 2 (a) of the award prescribes the ordinary hours of work for workers other than night-shift workers. The reference therein stating that in the case of shift-workers the commencing hour shall be not earlier than 7 a.m., in our opinion, has application only to day-shift workers.

Clause 3 (c) deals with night-shift workers alone and prescribes the overtime rates for such workers and the conditions under which the said rates are payable.

Clause 4, containing nine subclauses, is headed "Overtime." Subclause (a) of the clause reads:—

Except as provided in clause 3, all work done in excess of or outside of the hours mentioned in clause 2 hereof shall count as overtime and shall be paid for as follows: Time and a half for the first four hours and thereafter double time.

While most of the matters dealt with in the remaining subclauses of clause 4 have some direct and obvious relation to the working of overtime by workers other than night-shift workers, there is no clear indication that they are not

intended to be applied to night-shift workers. On the contrary, four of the subclauses commence with the words "Any worker," while two other subclauses commence with the words "No worker."

We therefore incline to the view that clause 4 (e) has application to night-shift workers, but that it is not operative except when overtime is worked.

As some of the workers mentioned in the statement of claim worked overtime on certain days during the period set out in the claim, we consider that on such occasions they should have been paid travelling-time or, alternatively, have been provided with a conveyance by the employer in accordance with clause 4 (e).

To this extent we are of the opinion that there has been a breach.

The second claim is made under the New Zealand Metal Trades' Employees' award. Of the five workers employed under this award and mentioned in the statement of claim two were located at the Parnell factory, and their ordinary working-hours were similar to those of the workers named in the first statement of claim. The other three workers were located at the Pānmure factory, and their ordinary working-hours were from 4.30 p.m. to 1 a.m. on Mondays to Fridays inclusive. Three of the five workers worked overtime on certain days during the period set out in the claim, and, as in the other case, public wheeled traffic was not available to any of the workers when they finished work on each day of the fortnightly period ending 18th July, 1941.

As regards the fundamental points at issue, the provisions of the New Zealand Metal Trades' Employees' award are very similar to those of the Northern Metal-workers' Assistants' award already considered, and we have reached a similar conclusion as to the manner in which the award should be interpreted.

We hold that the three workers who worked overtime should have been paid travelling-time or been provided with a conveyance by the employer on the days on which overtime was worked.

As the action was taken mainly to obtain an interpretation from the Court, no penalty is imposed.

Dated the 21st day of October, 1941.

[L.S.]

A. TYNDALL, Judge.

**NEW ZEALAND (EXCEPT WESTLAND) PLUMBERS AND
GASFITTERS.—AWARD.**

[Filed in the Office of the Clerk of Awards, Wellington.]

In the Court of Arbitration of New Zealand, Northern, Taranaki, Wellington, Marlborough, Nelson, Canterbury, and Otago and Southland Industrial Districts.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments; and in the matter of an industrial dispute between the New Zealand (except Westland) Plumbers, Gasfitters, and Related Trades' Industrial Union of Workers (hereinafter called "the union") and the undermentioned association, unions, persons, firms, companies, Boards, Councils, &c. (hereinafter called "the employers") :—

The New Zealand Federation of Master Plumbers' Industrial Association of Employers, Christchurch.

(A copy of the list of the parties is filed with the Clerk of Awards, Wellington.)

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the above-mentioned dispute, and having heard the union by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, doth hereby order and award :—

That, as between the union and the members thereof and the employers and each and every of them, the terms, conditions, and provisions set out in the schedule hereto and of this award shall be binding upon the union and upon every member thereof and upon the employers and upon each and every of them, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this award; and, further, that the union and every member thereof and the employers and each and every of them shall respectively do, observe, and perform every matter and thing by this award and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this award or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same. And the Court doth hereby further award, order, and declare that any breach of the said terms, conditions, and provisions

set out in the schedule hereto shall constitute a breach of this award, and that a penalty as by law provided shall be payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect as from the 20th day of October, 1941, and shall continue in force until the 20th day of October, 1943, and thereafter as provided by subsection (1) (d) of section 89 of the Industrial Conciliation and Arbitration Act, 1925.

In witness whereof the seal of the Court of Arbitration hath hereto been affixed, and the Judge of the Court hath hereunto set his hand, this 14th day of October, 1941.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE.

Industry to which Award applies.

1. This award shall apply to the plumbing and/or gas-fitting industry, which industry shall comprise and include plumbers' lead-burning; ships' plumbing; all sanitary work; gasfitting, which includes the fixing and repairing of gas-pipes, flue-pipes, installations, and fixing, repairing, and adjusting gas-appliances, but excludes the minor repairs and adjustments to gas-appliances normally carried out and when carried out by maintenance and complaints men in the gas manufacturing and distributing industry under the New Zealand Gasworks (over 12,000,000 Cubic Feet Output) Employees' award; hot and cold water fitting; hot-water and heating apparatus; fixing of composition corrugated roofing; fixing of roofing (other than slates, tiles, or bituminous roofing), spouting, downpipes, gutters, valleys, and flashings in any metal, or in any material or composition; the fixing and repairing of vents or iron drain pipes to any house or building. This definition shall not operate to prevent a carpenter from fixing corrugated composition or iron roofing or to prevent roof-tilers from fixing corrugated asbestos, or to prevent an engineer from doing work in connection with the fitting of hot-water or heating apparatus which does not come under the provisions of the Plumbers' Registration Act.

Hours of Work.

2. (a) Except as hereinafter provided, the hours of work shall be forty per week, to be worked between 8 a.m. and 5 p.m. each day from Monday to Friday, both days inclusive.

(b) The hours of work for workers engaged on ship-repair work shall be forty-four per week, to be worked between 8 a.m. and 5 p.m. each day from Monday to Friday, both days inclusive, and between 8 a.m. and noon on Saturday.

(c) If a worker is employed for portion of a week on other than ship-repair work and for portion of the same week on ship-repair work, his hours of work for that week shall be forty, but Saturday work between 8 a.m. and noon on ship-repair work shall be permitted in such week provided that the forty hours are not thereby exceeded.

(d) One hour shall be allowed for dinner each day, but an employer may agree with his workers to allow not less than half an hour for dinner so that work shall cease between 4.30 p.m. and 5 p.m.

Wages.

3. (a) The minimum wage for a plumber and/or gasfitter shall be 2s. 9d. per hour.

(b) On all outside jobs the worker responsible for carrying out the work and who gives instructions to the other workers shall be paid not less than 1s. per day in addition to the above-mentioned wages.

(c) An additional sum of ¼d. per hour shall be paid to journeymen as tool and overall allowance.

Payment of Wages.

4. (a) All wages shall be paid in cash weekly, not later than Thursday, within working-hours, either on the works or at the employer's workshop. Not more than one day's pay shall be kept in hand by the employer.

(b) In the event of the pay-day being a holiday, wages shall be paid under the same conditions as set out in sub-clause (a) hereof on the day preceding the holiday.

(c) When a worker is discharged or leaves at any time other than the ordinary pay-time for the week he shall be paid without delay all wages due to him at the time of dismissal or time of leaving, as the case may be.

Overtime.

5. (a) All work done outside of or in excess of the hours mentioned in clause 2 hereof shall count as overtime, and shall be paid for at the rate of time and a half for the first four hours and at double time rates thereafter; but, notwithstanding the foregoing, any time worked between the hours of 10 p.m. each day, except Saturday, and 12 noon

on Saturdays (or 5 p.m. in the case of ship-work) and the ordinary time for commencing work next morning shall be paid for at double time rates. Workers required to commence work between the hours of 6 a.m. and the ordinary time for commencing work shall be paid for at the rate of time and a half for such time.

(b) Any worker, having worked all day and night and working into the ordinary working-hours of the next day, shall be paid double time rates for all such time worked on the second day.

(c) Any worker, having worked all day and having continued to work till after midnight shall be given eight hours off or be paid double time rates for all time worked on the second day.

(d) Any time worked on Sunday shall be paid for at double time rates.

(e) Any time worked in excess of five hours without time being allowed for a meal shall be paid for at double time rates.

(f) If any worker works overtime and is unable to reach his home by the usual public means of travelling, then his employers shall provide a conveyance.

Holidays.

6. (a) All workers covered by this award who have been employed at any time during the fortnight ending on the day on which the holiday occurs shall be allowed the following holidays at ordinary rates of pay, unless the holiday falls on a day other than an ordinary working-day: Christmas Day, Boxing Day, New Year's Day, Good Friday, Easter Monday, Anzac Day, Labour Day, and the birthday of the reigning Sovereign: Provided, however, that when a holiday falls on a Saturday a worker who normally works four hours on Saturdays shall be paid four hours pay.

(b) When any of the foregoing holidays, other than Anzac Day, falls on a Sunday it shall be observed on the next succeeding Monday. When Christmas Day falls on a Sunday, Boxing Day shall be observed on the next succeeding Tuesday.

(c) Time worked on any Sunday or on any of the holidays mentioned in subclause (a) hereof shall be paid for at the rate of double time in addition to any payment to which a worker may be entitled under subclause (a) hereof.

Suburban Work.

7. (a) Suburban work shall mean work (other than country work) performed beyond one and a half miles from the employer's place of business and irrespective of where the engagement takes place: Provided that if an employer has no place of business other than any separate job or contract being carried on by him, the one and a half miles shall be measured from the chief or principal post-office in the city or town or borough in or nearest to which the worker employed by him resides.

(b) Workers employed on suburban work shall either proceed to and from such work or they shall be conveyed to and from such work at the expense of the employer as the employer shall in each case determine. Time reasonably occupied by the workers in travelling, or time occupied in conveying the workers to and from such work beyond the one and a half miles or beyond the worker's home, whichever is the less, shall be allowed and paid for by the employer at ordinary rates. No worker residing less than one and a half miles from the place where the work is to be performed shall be entitled to the allowance mentioned in this clause.

(c) For the purposes of this clause all distances shall be measured by the nearest convenient mode of access for foot-passengers.

(d) Plumbers in the employ of the Wellington Harbour Board who are required to perform work outside the Lambton Harbour—i.e., taking a line drawn from the end of the concrete breastwork at Kaiwarra on the north and the Te Aro Baths on the south as the extreme boundaries—shall be considered to be engaged on suburban work, and workers employed on work outside such limits shall be conveyed at the expense of the Wellington Harbour Board. The present practice of the Wellington Harbour Board to pay ordinary rates for time occupied outside ordinary working-hours in travelling outside the one and a half miles' limit shall be continued.

Travelling-time between Port Chalmers and Dunedin.

8. (a) When workers are engaged at Port Chalmers and sent to work at Dunedin, or are engaged at Dunedin and sent to Port Chalmers, their fares shall be paid, also time occupied in travelling at the ordinary rate of pay.

(b) When workers are engaged at Port Chalmers and sent to work at Dunedin, or engaged at Dunedin and sent to Port Chalmers, the sum of 1s. 6d. per meal shall be allowed

during the time they are employed, but when notice is given on the previous day journeymen shall provide their own lunch. Other meals, if the men are detained to work overtime, shall be paid for by the employer.

Country Work.

9. (a) "Country work" means work done by a worker in such a locality as to necessitate his sleeping elsewhere than at his genuine place of residence in New Zealand.

(b) The provisions herein contained relative to country work shall apply whether or not the worker, prior to his accepting such country work, is already in the service of the employer and whether the worker is engaged at the place where the work is to be done or elsewhere, and irrespective of the situation of the employer's usual place of business.

(c) The employer shall convey the worker free of charge or pay his fare to and from country work, but once only during the continuance of the work. If, however, the worker is withdrawn from such work by the employer, or if he returns therefrom requiring medical attention in consequence of accident or sickness arising out of and in the course of the employment, and is in either case again required on the work, the employer shall again convey him or pay his fare to and from such work.

(d) Time occupied in travelling shall be paid for at the ordinary rates, but no worker shall be paid more than an ordinary day's wage for any day occupied in travelling, although the hours occupied may exceed eight, unless he is on the same day occupied in working for his employer: Provided that any worker who is called upon to travel for more than four hours on Saturday in journeying to a job shall be paid for eight hours, and in returning from a job on Saturday shall be paid for the time actually travelling, with a maximum of eight hours.

(e) The employer shall either provide the worker while on country work with suitable board and lodging or, in lieu thereof, pay him for each working-day the sum of 5s.: Provided that where through circumstances within the control of the employer a worker is employed upon country work for less than six consecutive days the employer shall provide such board and lodging and may not elect to make such payment in lieu thereof. Suitable board and lodging shall include the providing of mattresses and stretchers.

For the purposes of this subclause Saturday shall be regarded as a working-day.

(f) When the work is situated less than fifty miles from the employer's place of business the worker shall be refunded his return fare (by the usual means of conveyance) if such is incurred, to and from the place of engagement once every four weeks during the continuance of the work.

When the work is situated over fifty miles from the employer's place of business the refund shall be made once in each three months.

(g) Notwithstanding anything contained herein, and subject to the provisions of clause 6 hereof, an employer may agree with any worker that in respect of any specified country work the hours of work shall be other than those hereinbefore prescribed: Provided, however, that all time worked outside or in excess of such prescribed hours shall be considered overtime and shall be paid for at the rate of 1d. per hour in addition to the ordinary rates.

Notice of Leaving or Dismissal.

10. In the case of dismissal of any worker, except for misconduct, or of any worker leaving of his own accord, not less than two hours' notice shall be given on either side. All moneys due at such time shall be paid without delay.

Bicycles, Motor-cycles, or Motor-cars.

11. (a) Any worker using his own bicycle on the employer's business shall be paid 2s. per week in addition to his ordinary wages or, in lieu thereof, by mutual arrangement in writing between the employer and the worker, may be paid 1d. per mile or portion of a mile.

(b) If a worker is required by an employer to use his own motor-cycle, or motor-cycle and side-car, or motor-car on the business of the employer, he shall be paid such allowance therefor as may mutually be agreed upon: Provided that in the event of it being impossible to reach agreement the parties may refer the matter to a disputes committee.

(c) No worker shall carry on a bicycle tools or materials in excess of 56 lb. in weight.

Tools.

12 (a) Employers shall provide journeymen with soldering-bolts, pipe-fitting tools, metal-pots, springs, hack-saw blades, mandrels, and files. Journeymen shall find all other tools required for their work, including pipe-fitting tongs up to 1 in. pipes. All tools shall be returned in good condition, reasonable wear-and-tear excepted, or they shall be paid for by the workers. Lamps shall be kept in good repair by the employer.

(b) Where work is done elsewhere than at the place of business of the employer he shall provide, when necessary, upon the premises where the work is to be done, a properly secured place for the tools of the employer and the worker.

Carrying Materials.

13. Workers carrying materials or a kit of tools to and from the employer's shop or place of work outside the hours specified in clause 2 hereof shall be paid at the rate of time and a half.

Dirty Work and General Conditions.

14. (a) Workers employed outside the shop repairing hot-water services at boiler, or between boiler and cylinder where top plate or coving of range has to be removed, removing coal-fuel ranges, renewing or repairing registered sheets, cleaning septic tanks, clearing drains or soil-pipes, or working under floors of buildings not in course of erection where such floors are less than 2 ft. from the ground, shall be paid 1s. 6d. per day extra.

(b) Ships: Any worker employed at dirty work, such as below the lowest or only platform of engine-room or stokehold, or in bilges, or confined spaces about the ship's boilers—that is to say, between ship's sides and boilers—between bulkhead and back end of single-ended boilers, or in tunnels, or in tanks, or clearing or repairing choked scupper-pipes or sanitary fittings, and all galley work, shall be paid 1s. 6d. per day as dirt-money. On all ships carrying crude oil in bulk, workers working in the tank holds or in places where the workers are necessarily in contact with crude oil shall be paid half ordinary time rates in addition to the rate of wages.

(c) Any worker working with pumice, charcoal, or silicate in connection with insulation work in any confined or unventilated space, or working under similar conditions with any other insulating materials the handling of which produces dust, or working amongst artificial manures, or where the air is impregnated with the dust of any of these materials, or employed where recent fumigation has occurred, or in freezing chambers or cool storage where the temperature is 40 degrees or less, or employed on a building destroyed or damaged by fire or being demolished and where the air is impregnated with dust, shall be paid 3d. per hour extra while so employed. Workers employed at manure-works, including chemical-manure works, shall receive 3d. per hour extra when employed in repairing or renewing pipes forming portion of manure plants.

(d) Any worker required to work in any compartment or confined space where the heat exceeds 110 degrees Fahrenheit shall be paid his ordinary time rates in addition to the rates otherwise payable to him. No worker shall be compelled to work in any place where the temperature has been raised above 150 degrees.

(e) Any worker required to work on a bosun-chair and/or on a swinging stage or on a ladder 35 ft. or over from the ground shall be paid 1s. 6d. per day extra while so employed.

(f) Where a worker is working in water or mud the employer shall supply gum boots for the use of the worker.

(g) For the purposes of this clause "day" shall mean eight hours or any portion of eight hours during which a worker is employed at work coming within the scope of subclauses (a), (b), and (e) hereof. Any time worked in excess of eight hours on work coming within the scope of subclauses (a), (b), and (e) hereof shall entitle the worker to an additional payment in proportion to the ratio of the amount of overtime worked to eight hours.

Meal-money.

15. In the case of workers who cannot reasonably journey to and from their homes for meals being called back to work after 6 p.m. on any day the employer shall provide them with a meal or, at the employer's option, pay each such worker 1s. 6d. tea-money. Irrespective of any meal due or tea-money payable under the foregoing, in the event of any worker situated as aforesaid being called back to work after 1 p.m. on Saturday and not having been given notice on the day previous of his being required to so work, the employer shall provide such worker with a midday meal or, at the employer's option, pay such worker 1s. 6d. meal-money.

Right of Entry upon Premises.

16. Every employer bound by this award shall permit the secretary or other authorized officer of the union of workers to enter at all reasonable times upon the premises or works and there interview any workers, but not so as to interfere unreasonably with the employer's business.

Piecework or Subletting.

17. (a) All piecework is prohibited.

(b) It shall be a breach of this award for any employer to enter into any contract or sublet any work coming within

the scope of this award on a "labour only" basis, and any worker contracting or taking work on a "labour only" basis shall be guilty of a breach of this award.

Exemptions.

18. (a) The following special provisions shall apply to all gas companies and to all City, Borough, or Town Councils so far as their operations in connection with the supply of gas are concerned:—

"Plumbing-work" as defined by this award shall not be deemed to include the following: (i) The laying of gas-mains in any street or public place; (ii) the laying of gas-service pipes from the main to the meter; (iii) the fixing of any gas-meter.

(b) The following special provisions shall apply to all city, borough, and town councils:—

"Plumbing-work" as defined in this award shall not be deemed to include the following: (i) The laying of water-mains in any public place; (ii) the laying of water-service pipes from the main to the building-line of an allotment; (iii) the fixing of any water-meter.

(c) This award shall not apply to any plumber who is on the articles of any ship or who is standing by such ship at sea-going wages during repair or overhaul.

(d) Provided the usual custom of holiday payment prevails, the Wellington City Council shall have the right to substitute the holidays under its own "resolutions" for the holidays set out in clause 6 of this award.

(e) The conditions relating to payment of wages and the hours to be worked by workers employed by freezing companies on maintenance work only shall be those prescribed by the New Zealand Freezing Workers' award for the time being in force.

(f) The Auckland Transport Board is bound by such only of the provisions of this award as relate to hours, the payment of the minimum rates of wages and overtime, the observance of Sundays and holidays, and workers to be members of union.

(g) (i) The Colonial Sugar-refining Co., Ltd., shall have the right to employ plumbers permanently employed by them on maintenance work only for forty hours per week, to

be worked between the hours of 8 a.m. and 5 p.m. on five days of the week, Monday to Friday, both days inclusive, and between the hours of 8 a.m. and noon on Saturday.

(ii) The Colonial Sugar-refining Co., Ltd., shall be exempt from the provisions of clause 3 (a) (wages) of this award so long as they pay workers employed by them a weekly wage of not less than £5 5s. per week. The hours of work for workers employed by the said company may be between 7.55 a.m. and 4.55 p.m., instead of between 8 a.m. and 5 p.m. as set out in clause 2 hereof.

(h) The Wellington Patent Slip Co., shall be exempt from the provisions of clause 7 (suburban work), and in lieu thereof shall be subject to the following provisions:—

- (i) All workers engaged by the Wellington Patent Slip Co. at Evans Bay shall receive a travelling-allowance of 8d. for every day or part of a day upon which they are employed by the company, irrespective of the exact location of the place at which the work is performed.
- (ii) Workers who are engaged at the Wellington wharves situated between Aotea Quay and Oriental Bay, but excepting the Jubilee Dock and the repair wharf adjacent thereto, shall receive a travelling-allowance of 8d. for every day or part of a day upon which they are required to work elsewhere than at the wharves aforementioned.
- (iii) Workers who are engaged by the Wellington Patent Slip Co. at the basement of the Head Office of the Union Steam Ship Co., Ltd., Wellington, shall receive a travelling-allowance of 8d. for every day or part of a day upon which they are required to work elsewhere than at the basement in question or the Wellington wharves situated between Aotea Quay and Oriental Bay, but excepting the Jubilee Dock and the repair wharf adjacent thereto.

(i) The Wellington Harbour Board shall have the right to make payment of wages and keep the time of its workers in accordance with the Board's usual practice and to substitute the holidays observed under the New Zealand Harbour Boards' Employees' award for the provisions herein contained in the holiday clause.

Workers to be Members of Union.

19. (a) It shall not be lawful for any employer bound by this award to employ or to continue to employ in any position or employment subject to this award any adult person who is not for the time being a member of an industrial union of workers bound by this award or who is not for the time being a member of a trade-union which was registered as such before the 1st day of May, 1936, and which is bound by this award: Provided, however, that any non-unionist may be continued in any position or employment by an employer bound by this award during any time while there is no member of a union bound by this award who is available to perform the particular work required to be done and is ready and willing to undertake it.

(b) For the purposes of subclause (a) of this clause a person of the age of eighteen years or upwards, and every other person who for the time being is in receipt of not less than the minimum rate of wages prescribed by this award for workers of the age of twenty-one years and upwards, shall be deemed to be an adult.

(NOTE.—Attention is drawn to subsection (4) of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, which gives to workers the right to join the union.)

Under-rate Workers.

20. (a) Any worker who considers himself incapable of earning the minimum wage fixed by this award may be paid such lower wage as may from time to time be fixed, on the application of the worker after due notice to the union, by the local Inspector of Awards or such other person as the Court may from time to time appoint for that purpose; and such Inspector or other person in so fixing such wage shall have regard to the worker's capability, his past earnings, and such other circumstances as such Inspector or other person shall think fit to consider after hearing such evidence and argument as the union and such worker shall offer.

(b) Such permit shall be for such period, not exceeding six months, as such Inspector or other person shall determine, and after the expiration of such period shall continue in force until fourteen days' notice shall have been given to such worker by the secretary of the union requiring him to have his wage again fixed in manner prescribed by this clause: Provided that in the case of any person whose wage is so fixed by reason of old age or permanent disability it may be fixed for such longer period as such Inspector or other person shall think fit.

(c) Notwithstanding the foregoing, it shall be competent for a worker to agree in writing with the president or secretary of the union upon such wage without having the same so fixed.

(d) It shall be the duty of the union to give notice to the Inspector of Awards of every agreement made with a worker pursuant hereto.

(e) It shall be the duty of an employer, before employing a worker at such lower wages, to examine the permit or agreement by which such wage is fixed.

Disputes.

21. The essence of this award being that the work of the employer shall not on any account whatsoever be impeded but shall always proceed as if no dispute had arisen, it is provided that if any dispute or difference shall arise between the parties bound by this award, or any of them, as to any matter whatsoever arising out of or connected therewith and not dealt with in this award, every such dispute or difference shall be referred to a committee to be composed of two representatives of each side, together with an independent chairman to be mutually agreed upon or, in default of agreement, to be appointed by the Conciliation Commissioner for the district. Either side shall have the right to appeal to the Court of Arbitration against a decision of any such committee upon giving to the other side written notice of such appeal within fourteen days after such decision has been made known to the party desirous of appealing.

Extension of Hours under Factories Act.

22. Pursuant to the provisions of section 3 of the Factories Amendment Act, 1936, the limits of hours fixed by subsection (1) of that section are hereby extended upon the terms of this award in respect of every occupier of a factory bound or to be bound by this award.

Increase in Rates of Remuneration.

23. The rates of remuneration, including time and piece wages and overtime and other special payments provided for in this award, shall be subject to the provisions of the general order dated 9th August, 1940, under the Rates of Wages Emergency Regulations 1940, increasing rates of remuneration by an amount equal to 5 per cent. thereof.

Application of Award.

24. This award shall apply to the original parties named herein, and shall extend to and bind as subsequent party hereto every trade-union, industrial union, industrial association, or employer who, not being an original party hereto is, when this award comes into force or at a time whilst this award is in force, connected with or engaged in the industry to which this award applies within the industrial districts to which this award relates.

Scope of Award.

25. This award shall operate throughout the Northern, Taranaki, Wellington, Marlborough, Nelson, Canterbury, and Otago and Southland Industrial Districts.

Term of Award.

26. This award shall come into force on the 20th day of October, 1941, and shall continue in force until the 20th day of October, 1943.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the Court hath hereunto set his hand, this 14th day of October, 1941.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM.

The matters settled by the Court are unusually large in number and related to the application of the award to the repairing and adjusting of gas-appliances in so far as gas companies are concerned, hours of work for workers on ship-repair work; wages and tool and overall allowance; overtime in relation to ship-repair work; holidays and payment therefor; suburban work for Wellington Harbour Board; country work; allowances for bicycles, motor-cycles or motor-cars; provision of time-book by employer; dirty work and general conditions; meal-money; exemptions (freezing companies, Colonial Sugar-refining Co., Ltd., Wellington Patent Slip Co.); employer to supply list of names of workers; and term of award.

Payment for the statutory holidays allowed by the Factories Act has been ordained for all workers under the award. Hitherto a substantial proportion of the workers have received payment for such holidays pursuant to the

provisions of the Factories Act, and it is now considered desirable and equitable that all workers under the award should receive the same treatment in this regard. In making the New Zealand (except Westland) Stonemasons' award in 1938 (dated 22nd September, 1938, and recorded in Book of Awards, Vol. XXXVIII, p. 2511) the Court made provision for payment on statutory holidays for all hourly workers under that award on similar grounds.

Mr. Prime is not in agreement, and his dissenting opinion is subjoined.

A. TYNDALL, Judge.

DISSENTING OPINION OF MR. PRIME.

The decision to make the several concessions in this award cuts right across principles previously laid down by the Court from the time of the Hon. Mr. Justice Sim onwards, particularly as to regarding the conditions of an industry as settled when they have been considered by the Court several times. That condition applies in this case, and no evidence whatever, or even argument, was adduced to suggest that the methods of carrying on the industry have in any way changed since the last award was made. It was in fact clearly established that they had not altered, nor have there been any legislative changes in the period to compel alterations. This award, then, in respect of the concessions made, amounts to a decision to concede what the Court refused to do little more than two years ago. I therefore dissent from this award.

AUCKLAND MARINE ENGINEERS.—AGREEMENT UNDER LABOUR DISPUTES INVESTIGATION ACT, 1913.

THIS agreement, made in pursuance of the Labour Disputes Investigation Act, 1913, this 1st day of October, 1941, between the Northern Steamship Co., Ltd.; A. G. Frankham, Ltd.; Wilson's (N.Z.) Portland Cement Ltd.; G. H. George and Co., Ltd.; Winstone Ltd.; J. J. Craig, Ltd.; Aspdon Shipping Co., Ltd.; Parry Bros., Ltd.; Kauri Timber Co., Ltd.; Captain H. E. Carey; Captain J. M. Hall; Hall and Co., Ltd.; J. Carey and Co.; and A. W. Bryant, Ltd. (hereinafter referred to as "the employers"), of the one part, and the New Zealand

Institute of Marine and Power Engineers, Incorporated, Auckland Branch (hereinafter called "the Institute"), of the other part, whereby it is mutually agreed by and between the parties hereto as follows:—

1. That the terms, conditions, stipulations, and provisions contained and set out in the schedule hereto shall be binding upon the said parties, and they shall be deemed to be and are hereby incorporated in and declared to form part of this agreement.

2. The said parties hereto shall respectively do, observe, and perform every matter and thing by this agreement and by the said terms, conditions, stipulations, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this agreement or of the said terms, conditions, stipulations, and provisions, but shall in all respects abide by and perform the same.

SCHEDULE.

Wages.

1. (a) The minimum rate of wages to be paid per calendar month to marine and power engineers employed on vessels belonging to the employers shall be as set out in the following schedule and based on the nominal horse-power in the case of steam-vessels and brake horse-power in the case of motor-vessels as shown in the register of each vessel:—

SCHEDULE.

Trading Vessels.

STEAMERS.

Nominal Horse-power.				Chief Engineer.			Second Engineer.
				£	s.	d.	
Under 30	..	..	..	32	1	8	Sole Engineer.
30 and under 40	..	..	..	33	5	8	Sole Engineer.
40 and under 50	..	..	..	33	11	8	£ s. d. 29 1 8
50 and under 100	..	..	..	35	1	8	29 1 8
100 and under 110	..	..	..	35	11	8	29 11 8
				41	1	8	Sole Engineer.

MOTOR-VESSELS.

Brake Horse-power.			Chief Engineer.			Second Engineer.		
			£	s.	d.	£	s.	d.
Under 30	..	..	25	1	8	Sole Engineer.		
30 and including 60	..	..	30	1	8	Sole Engineer.		
61 and under 100	..	..	30	8	2	Sole Engineer.		
100 and under 120	..	..	35	11	8	Sole Engineer.		
						£	s.	d.
120 and under 150	..	..	31	11	8	25	1	8
150 and under 200	..	..	32	1	8	26	1	8
200 and under 250	..	..	33	1	8	27	1	8
250 and under 270	..	..	33	11	8	27	11	8
270 and under 310	..	..	34	1	8	28	1	8

SAND AND SHINGLE VESSELS.

Brake Horse-power.						Sole Engineer.		
						£	s.	d.
60 and under	..	..	..	..	..	22	0	0
61 to 100	..	..	..	..	..	24	0	0
Over 100	..	..	..	..	..	26	0	0

In addition to the foregoing wages, the following "trip-money" shall be paid:—

	£	s.	d.
From the Port of Auckland to Parengaranga or beyond East Cape	3	10	0
From Auckland to beyond a direct line from Takatu to Cape Colville	1	10	0
Inside that line and outside harbour-limits	1	0	0
Inside harbour-limits	0	15	0

In all cases where a vessel takes a load from one port to another and a load back on the return trip the engineer shall receive for the round voyage "trip-money" as for a trip and a half: Provided that not less than a 50-per-cent. load is carried each way the rate per trip hereintofore mentioned shall be increased by 50 per cent.

In harbour-limits "trip-money" shall not be paid where less than 25 per cent. of a full load is carried.

When explosives are being loaded or unloaded an additional one shilling and threepence (1s. 3d.) per hour shall be paid.

(b) The foregoing scale does not prescribe the number of engineers to be carried in any vessel.

(c) For the purpose of calculating payments for broken periods a calendar month shall be reckoned as thirty days.

(d) One-half of each month's wages shall be paid on the first and sixteenth of each calendar month or as soon after as the vessel arrives at Auckland or Onehunga, bank holidays and Sundays excluded.

Hours of Work.

2. (a) In vessels carrying two engineers the hours of work shall be forty-eight (48) per week. All hours worked in excess of forty-eight (48) in each week shall be paid for at overtime rates.

(b) In vessels carrying a single or sole engineer there shall be no limitation of hours.

Duty.

3. (a) Engineers' duties shall not extend beyond the engine-room except as regards the repairs and upkeep of all winches and the starting of motor-winches.

(b) In vessels of 60 b.h.p. and under engineers shall, in addition to the foregoing duties, continue the practice of driving winches when cargo is being worked.

In all vessels where "trip-money" is paid the engineers shall, in addition, continue the practice of driving winches when cargo is being worked.

(c) In vessels carrying a single or sole engineer the engineer shall be free to go ashore in the home port, provided the engines are ready to proceed to sea and the normal work is finished.

Overtime.

4. All overtime shall be paid for at three shillings and elevenpence (3s. 11d.) per hour.

Saturday Afternoon in Port.

5. When a vessel is in port on a Saturday, except when such vessel is taking in or discharging cargo, shifting ship, and/or is sailing the same day or early on the Sunday morning, all work shall cease in the engine-room at noon.

Sundays and Holidays.

6. (a) The following holidays shall be generally observed in port: Christmas Day, Boxing Day, New Year's Day, Anniversary Day, Good Friday, Easter Monday, the birthday of the reigning Sovereign, Labour Day.

Anzac Day shall be considered as a Sunday.

Should an engineer be required to be on duty in port on a Sunday or any of the foregoing holidays for the purpose of carrying out repairs he shall be entitled to overtime payment for the time worked.

Statutory holidays are to be counted when making the weekly calculation of hours.

(b) Every engineer after twelve months' continuous service shall be entitled to leave of absence on full sea-pay as follows: Chief and sole engineers in vessels over 60 b.h.p., for a continuous period of twenty-one days; all other engineers, for a continuous period of fourteen days.

In all vessels where "trip-money" is paid engineers when on annual leave shall be paid at the following rates:—

	Per Month.		
	£	s.	d.
30 brake-horse-power up to and including 60 brake-horse-power	30	1	8
61 brake-horse-power up to and including 100 brake-horse-power	30	8	2
101 brake-horse-power up to and including 120 brake-horse-power	35	11	8

(c) By mutual arrangement the leave of absence may be allowed to accumulate over a period not exceeding two (2) years.

(d) Engineers retiring after six months' continuous service shall be paid for the term of the holiday due to them.

(e) When an engineer's holiday leave has expired and a position on board a ship is not available he shall receive full sea-pay without victualling-allowance and work ashore as may best suit the convenience of the employer. Should the engineer not desire to work ashore as herein provided he shall not receive any payment other than the actual holiday-money.

(f) When practicable, a week's notice is to be given to engineers to take their holidays.

(g) Annual holiday to commence the day after the engineer signs off.

Victualling-allowance.

7. (a) When an engineer is retained in port and not found by the ship he shall be entitled to full sea-pay and a victualling-allowance of 8s. 6d. per day for a period not exceeding fourteen days, after which, if still retained for

service, the victualling-allowance shall cease, and he shall be entitled only to his sea-pay during the further period of retention beyond the aforesaid fourteen days. In the case of a single meal an engineer shall be allowed 2s. 6d.

(b) In the case of a vessel put out of commission or laid up for extensive repairs or alterations and her engineers are retained for service, they shall be entitled during the time so employed, but not exceeding fourteen days, to full sea-pay, and also (if not found by the ship) to victualling-allowance as provided in subclause (a) hereof. Should their services be further required they shall only be entitled to their full sea-pay when so employed, or they may be transferred to another vessel at the option of the company.

Transit.

8. When an engineer has to change his home port in consequence of a transfer from one service or ship of the employers to another he shall be allowed, on giving reasonable notice, free first-class passage for himself and family in any of the employer's vessels that go to or towards his destination. This clause shall not, however, apply in the case of an engineer who changes his home port to suit his own convenience and not as the result of a transfer by the employers from one vessel or service to another, nor between Onehunga and Auckland, or *vice versa*. When an engineer is at his own request transferred from one vessel to another he shall not be entitled to wages or victualling-allowance while waiting.

Temporary Employment.

9. (a) Second engineers in temporary employment as chief engineers shall be paid the same rate as the latter. If in any case the above rating and classification given to any ship should be lower than that already being received by the engineer no reduction shall on that account be made in such engineer's pay while in temporary charge.

(b) When an engineer is in temporary charge of an engine-room of a ship of a lower class than his own rating as above determined he shall, unless he has been actually disrated, continue to receive pay at his own rates.

(c) When in temporary charge of an engine-room of a higher class than his own rating he shall receive the pay for the engineer of such vessel.

Transfer.

10. In the case of a transfer, all engineers shall have wages paid till date of joining ship. Tram and boat fares shall also be paid when travelling between Onehunga and Auckland, or Auckland and Callicoe Dock, and *vice versa*, when on the company's business.

Getting ready for Sea.

11. When an engineer, before signing articles, is sent on board ship for the purpose of getting her ready for sea his right to pay and provisions or victualling-allowance in accordance with clause 7 (a) hereof shall be taken to begin at the time he goes on board for the purpose.

Starting Winches.

12. One half hour shall be allowed for starting winches, except in the case of hot-bulb winches, when three-quarters of an hour shall be allowed.

Starting Main Engines.

13. Half an hour shall be allowed for getting ready and starting main engines, except in instances of Bolinder and/or Gardner engines, when one hour shall be allowed.

Manœuvring.

14. In cases where two engineers are required to be on duty in the engine-room for manœuvring, the time of duty for the engineer off watch shall commence at "Standby" and cease at "Finished with engine" or "All clear," with a minimum of one-quarter of an hour.

Accommodation.

15. (a) The employers shall make the necessary arrangements to ensure that the engineer's accommodation is kept in a clean, sanitary condition, and shall be fumigated and painted once every year, and shall provide bedding, linen, and soap.

(b) In respect of all vessels where "trip-money" is paid the employer shall provide bedding, consisting of a mattress and cover, a pillow and cover, and three blankets. The articles supplied shall remain the property of the employer, and if the engagement is terminated the articles shall be handed back in good order and condition.

In the event of failure to return in good order and condition, the employer may deduct the full cost of such articles not returned from any moneys due to the engineer concerned.

Sick-pay.

16. Sick-pay to be in accordance with the provisions of the Shipping and Seamen Amendment Act, 1911, section 6.

Workers to be Members of Union.

17. If the employer shall engage an engineer coming within the scope of this agreement who shall not be a member of the Institute within seven days of his engagement and remain such a member, the employer shall dismiss such worker from his service if required to do so by the Institute, provided there is then a member of the Institute equally qualified to perform the particular work required to be done and ready and willing to undertake the same.

Definitions.

18. "A week" shall mean the time from and including Sunday to midnight on Saturday.

"Sand and shingle vessel" shall mean any vessel engaged in the following trades out of the port of Auckland: The carriage of sand, shingle, firewood, owners' goods, and/or the carriage of goods to places other than those to which there is a regular shipping service.

Ships' Articles.

19. The following clause shall be inserted in the articles of agreement of ships within the scope of this agreement and belonging to the employers who are bound hereby:—

"It is also agreed that the agreement between the employers and the New Zealand Institute of Marine and Power Engineers (Auckland Branch) dated the 1st day of October, 1941, in respect of wages and conditions shall form part of this agreement and is incorporated therein."

Increase in Rates of Remuneration.

20. All rates of remuneration, including overtime and other special payments provided for in this agreement, shall be subject to the provisions of the general order dated the 9th August, 1940, under the Rates of Wages Emergency Regulations 1940, increasing rates of remuneration by an amount equal to 5 per cent. thereof.

Exemption.

21. In all vessels classed as "sand and shingle vessels" the wages as prescribed in clause 1 (a) for this class of vessel shall be paid, and all other conditions of this agreement shall apply excepting such conditions provided for in clauses 2 (a), 3 (a), 4, 5, 8, 9, 10, 11, 12, 13, 14, and 15 (a), from which such vessels shall be exempt.

Settlement of Disputes.

22. In the event of a dispute arising upon any matter, whether referred to in this agreement or not, affecting engineers covered by this agreement the point in dispute shall be referred to three representatives of the employers and three representatives of the employees for settlement. Should they fail to agree the matter shall then be referred to the arbitration of an umpire mutually agreed upon by the said representatives, and the decision of the umpire shall be final.

Carrying-out of Agreement.

23. This agreement shall be honourably carried out in its entirety and by both parties, notwithstanding any difference which may arise on matters not already provided for in this agreement.

Term of Agreement.

24. This agreement shall come into force on the 1st day of October, 1941, and shall continue in force until the 30th day of September, 1942, and thereafter until superseded by a fresh agreement or terminated by one month's notice in writing given by either party of their wish so to do.

For the Northern Steamship Co., Ltd.—

R. C. HAMMOND.

For A. G. Frankham, Ltd.—

A. G. FRANKHAM.

For Wilsons (N.Z.) Portland Cement, Ltd.—

G. WHYTE.

For G. H. George and Co., Ltd.—

G. H. GEORGE.

For Winstone Ltd.—

J. H. MOON.

For J. J. Craig, Ltd.—

H. L. ROBSON.

For Aspden Shipping Co., Ltd.—

W. E. ASPDEN.

For Parry Bros., Ltd.—

E. J. BARKER.

For Kauri Timber Co., Ltd.—

J. J. JACKSON.

For Captain H. E. Carey—

H. CAREY.

For Captain J. M. Hall—

J. M. HALL.

For Hall and Co., Ltd.—

J. M. HALL.

For J. Carey and Co.—

J. M. HALL.

For A. W. Bryant, Ltd.—

A. W. BRYANT.

For the New Zealand Institute of Marine and Power Engineers, Incorporated, Auckland Branch—

[L.S.]

W. EDWARDS, President.

D. H. STURROCK, Secretary.

NOTE: This agreement, made under the Labour Disputes Investigation Act, 1913, was filed with the Clerk of Awards at Auckland, pursuant to section 8 (1) of the said Act, on the 21st day of October, 1941.

NORTHERN, TARANAKI, WELLINGTON, CANTERBURY, AND
OTAGO AND SOUTHLAND LEAD-BURNERS AND CHEMICAL
PLUMBERS.—AWARD.

[Filed in the Office of the Clerk of Awards, Wellington.]

In the Court of Arbitration of New Zealand, Northern, Taranaki, Wellington, Canterbury, and Otago and Southland Industrial Districts.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments; and in the matter of an industrial dispute between the New Zealand (except Westland) Plumbers, Gasfitters, and Related Trades' Industrial Union of Workers (hereinafter called "the union") and the undermentioned companies (hereinafter called "the employers") :—

Kempthorne, Prosser, and Co. (N.Z.) Drug Co., Ltd.,
Westfield, Auckland S.E. 7.

Challenge Phosphate Co., Ltd., Otahuhu, Auckland
S.E. 7.

New Zealand Farmers' Fertilizer Co., Ltd., Te Papapa,
Auckland.

New Zealand Farmers' Fertilizer Co., Ltd., Smart
Road, New Plymouth.

Kempthorne, Prosser, and Co. (N.Z.) Drug Co., Ltd.,
Wanganui.

Kempthorne, Prosser, and Co. (N.Z.) Drug Co., Ltd.,
Hornby, Christchurch.

Dominion Fertilizer Co., Ltd., Ravensbourne, Dunedin.

Kempthorne, Prosser, and Co. (N.Z.) Drug Co., Ltd.,
Burnside, Dunedin.

The Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the above-mentioned dispute, and having heard the union by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, doth hereby order and award:—

That, as between the union and the members thereof and the employers and each and every of them, the terms, conditions, and provisions set out in the schedule hereto and of this award shall be binding upon the union and upon every member thereof and upon the employers and upon each and every of them, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this award; and, further, that the union and every member thereof and the employers and each and every of them shall respectively do, observe, and perform every matter and thing by this award and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this award or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same. And the Court doth hereby further award, order, and declare that any breach of the said terms, conditions, and provisions set out in the schedule hereto shall constitute a breach of this award, and that a penalty as by law provided shall be payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect as from the 27th day of October, 1941, and shall continue in force until the 27th day of October, 1942, and thereafter as provided by subsection (1) (d) of section 89 of the Industrial Conciliation and Arbitration Act, 1925.

In witness whereof the seal of the Court of Arbitration hath hereto been affixed, and the Judge of the Court hath hereunto set his hand, this 20th day of October, 1941.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE.

Industry to which Award applies.

1. The industry to which this award applies is lead-burning and chemical plumbing in and about chemical-manure works.

Hours of Work.

2. (a) The ordinary hours of work shall be forty per week, and shall not exceed eight hours, to be worked between 7.30 a.m. and 5 p.m. each day, from Monday to Friday, both days inclusive.

(b) One hour shall be allowed for dinner each day, but an employer may agree with his workers to allow not less than half an hour.

Wages.

3. (a) The minimum rate of wages for lead-burners and chemical plumbers shall be not less than £6 15s. per week.

(b) Any worker receiving a higher wage or privilege than herein prescribed shall not have his wages or privileges reduced during the present employment.

Increase in Rates of Remuneration.

4. All rates of remuneration, including time and piece wages and overtime and other special payments provided for in this award, shall be subject to the provisions of the general order dated 9th August, 1940, under the Rates of Wages Emergency Regulations 1940, increasing rates of remuneration by an amount equal to 5 per cent. thereof.

Payment of Wages.

5. (a) Wages shall be paid not later than Thursday of each week, and during working-hours.

(b) In the event of the pay-day being a holiday, wages shall be paid under the same conditions as set out in sub-clause (a) hereof on the day preceding the holiday.

Overtime.

6. (a) Time worked outside of or in excess of the daily hours prescribed in clause 2 hereof shall be paid for at the rate of time and a half for the first four hours and double time thereafter.

(b) Double time rates shall be paid to all workers called back at or after 10 p.m.

(c) Any worker, having worked all day and night and working on into the ordinary working-hours of the next day, shall be paid double time rates for all such time worked on the second day.

(d) Any worker, having worked all day and having continued work till after midnight, shall be given eight hours off or be paid double time rates for all time worked on the second day.

(e) Any time worked in excess of five hours without time being allowed for a meal shall be paid for at double time rates.

(f) If any worker works overtime and is unable to reach his home by the usual public means of travelling, then his employers shall provide a conveyance.

Terms of Employment.

7. (a) The employment shall be a weekly employment, and not less than one week's notice shall be given by either party of the termination of employment.

(b) An employer shall be entitled to make a rateable deduction from the wages of workers for time lost through sickness or default, or through accident not arising out of or in the course of the employment.

Transfer of Workers.

8. (a) If a worker is transferred temporarily from one works to another at such a distance that he is unable to return to his home at night, the employer shall pay such worker's fare, first-class rail or steamer, and a board and lodging allowance at the rate of £2 per week.

(b) This clause shall not apply to permanent transfers made to another district with the consent of the worker.

Meal-money.

9. When workers are required to work overtime after 6 p.m. or after 1 p.m. on Saturdays, and have not been notified the previous night, the employer shall provide a

substantial meal consisting of at least bread, butter, meat, cheese, and tea, coffee, or cocoa, or pay each worker 1s. 9d. in lieu thereof at the workers preference.

Piecework.

10. All piecework is prohibited.

Tools and Special Conditions.

11. (a) Workers shall be supplied with all tools and tubes required (except rule, hammer, and lead-burning torches), also gum boots, gloves, and rubber aprons when necessary.

(b) Reasonable compensation at amounts to be mutually agreed on shall be paid by employers for workers' clothes accidentally destroyed by acid.

(c) Proper provision shall be made for dining and dressing accommodation and drying wet clothes. The employer shall be held responsible for the room so used being kept clean each day.

(d) The union shall appoint delegates whose duty it shall be to see that the workers do everything in their power to maintain the dining, dressing, and bath rooms in a clean and tidy condition.

(e) Suitable bathing accommodation shall be provided, to which both hot and cold water shall be laid on.

Holidays.

12. (a) The following shall be recognized as holidays and shall be allowed to all workers coming under this award: New Year's Day, Good Friday, Easter Monday, Labour Day, Christmas Day, Boxing Day, the birthday of the reigning Sovereign, and Anzac Day. Any such holidays falling on an ordinary working-day shall be allowed without deduction from pay.

(b) Should any of the above holidays, except Anzac Day, fall on a Sunday, then for the purpose of this award such holiday shall be observed on the following Monday.

(c) Time worked on any of the foregoing holidays, or days observed in lieu thereof, or on any Sunday shall be paid for at double time rates in addition to the weekly wages.

Annual Holidays.

13. Each worker shall be allowed on completion of each year of service an annual holiday of one week on full pay at ordinary rates. If the employment is terminated, other

than for misconduct, in less than twelve months but after three months of any year, the worker shall be allowed a proportionate holiday or payment in lieu thereof at ordinary rates.

Right of Entry upon Premises.

14. Every employer bound by this award shall permit the secretary or other authorized officer of the union of workers to enter at all reasonable times upon the premises or works and there interview any workers, but not so as to interfere unreasonably with the employer's business.

Extension of Hours under Factories Act.

15. Pursuant to the provisions of section 3 of the Factories Amendment Act, 1936, the limits of hours fixed by subsection (1) of that section are hereby extended upon the terms of this award in respect of every occupier of a factory bound or to be bound by this award.

Workers to be Members of Union.

16. (a) It shall not be lawful for any employer bound by this award to employ or to continue to employ in any position or employment subject to this award any adult person who is not for the time being a member of an industrial union of workers bound by this award or who is not for the time being a member of a trade-union which was registered as such before the 1st day of May, 1936, and which is bound by this award: Provided, however, that any non-unionist may be continued in any position or employment by an employer bound by this award during any time while there is no member of a union bound by this award who is available to perform the particular work required to be done and is ready and willing to undertake it.

(b) For the purpose of subclause (a) of this clause a person of the age of eighteen years or upwards, and every other person who for the time being is in receipt of not less than the minimum rate of wages prescribed by this award for workers of the age of twenty-one years and upwards, shall be deemed to be an adult.

(NOTE.—Attention is drawn to subsection (4) of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, which gives to workers the right to join the union.)

Under-rate Workers.

17. (a) Any worker who considers himself incapable of earning the minimum wage fixed by this award may be paid such lower wage as may from time to time be fixed, on the application of the worker after due notice to the union, by the local Inspector of Awards or such other person as the Court may from time to time appoint for that purpose; and such Inspector or other person in so fixing such wage shall have regard to the worker's capability, his past earnings, and such other circumstances as such Inspector or other person shall think fit to consider after hearing such evidence and argument as the union and such worker shall offer.

(b) Such permit shall be for such period, not exceeding six months, as such Inspector or other person shall determine, and after the expiration of such period shall continue in force until fourteen days' notice shall have been given to such worker by the secretary of the union requiring him to have his wage again fixed in manner prescribed by this clause: Provided that in the case of any person whose wage is so fixed by reason of old age or permanent disability it may be fixed for such longer period as such Inspector or other person shall think fit.

(c) Notwithstanding the foregoing, it shall be competent for a worker to agree in writing with the president or secretary of the union upon such wage without having the same so fixed.

(d) It shall be the duty of the union to give notice to the Inspector of Awards of every agreement made with a worker pursuant hereto.

(e) It shall be the duty of an employer, before employing a worker at such lower wage, to examine the permit or agreement by which such wage is fixed.

Disputes.

18. The essence of this award being that the work of the employer shall not on any account whatsoever be impeded but shall always proceed as if no dispute had arisen, it is provided that if any dispute or difference shall arise between the parties bound by this award, or any of them, as to any matter whatsoever arising out of or connected therewith and not dealt with in this award, every such dispute or difference shall be referred to a committee to be composed of two representatives of each side, together with

an independent chairman to be mutually agreed upon or, in default of agreement, to be appointed by the Conciliation Commissioner for the district. Either side shall have the right to appeal to the Court of Arbitration against a decision of any such committee upon giving to the other side written notice of such appeal within fourteen days after such decision has been made known to the party desirous of appealing.

Application of Award.

19. This award shall apply to the original parties named herein, and shall extend to and bind as subsequent party hereto every trade-union, industrial union, industrial association, or employer who, not being an original party hereto, is, when this award comes into force or at any time whilst this award is in force, connected with or engaged in the industry to which this award applies within the industrial districts to which this award relates.

Scope of Award.

20. This award shall operate throughout the Northern, Taranaki, Wellington, Canterbury, and Otago and Southland Industrial Districts.

Term of Award.

21. This award shall come into force on the 27th day of October, 1941, and shall continue in force until the 27th day of October, 1942.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the Court hath hereunto set his hand, this 20th day of October, 1941.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM.

The matters referred to the Court related to wages and annual holidays. In other respects the award embodies the terms of settlement arrived at by the assessors in Conciliation Council.

With regard to wages, the evidence showed that most of the employers are paying rates very substantially in excess of the previous minimum award rate, which, when

the conditions under which the workers are required to ply their trade are taken into account, is considered by a majority of the Court to be on the low side.

Mr. Prime is not in agreement with the wage fixed, and his dissenting opinion follows.

A. TYNDALL, Judge.

DISSENTING OPINION OF MR. PRIME.

My remarks in the plumbers' case apply with equal force here. The evidence given in this dispute was largely a repetition of that given in the previous dispute, and none of it was materially different. The increase of 5s. awarded amounts to a declaration that the decision of the Hon. Mr. Justice O'Regan and Mr. Monteith in the previous award erred in the direction of fixing the wage too low.

NEW ZEALAND (EXCEPT WESTLAND) STOREMEN AND PACKERS.—ADDING PARTY TO AWARD.

In the Court of Arbitration of New Zealand, Northern Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments; and in the matter of the New Zealand (except Westland) Storemen and Packers' award, dated the 27th day of June, 1940, and recorded in Book of Awards, Vol. XL, p. 860.

Wednesday, the 29th day of October, 1941.

UPON reading the application to add a party made by the association of workers party to the New Zealand (except Westland) Storemen and Packers' award, dated the 27th day of June, 1940, and recorded in Book of Awards, Vol. XL, p. 860, which application was filed herein on the 12th day of September, 1941, and upon being satisfied that reasonable notice of the said application has been given to the company hereinafter named, and that no written notice of opposition to the said application has been received by the Clerk of Awards within the time notified, this Court doth order that this undermentioned company be and it is hereby added as a party to the said award as from the day of the date hereof:—

Amalgamated Brick and Pipe Co., Ltd., Manufacturers,
Queen's Arcade Building, Customs Street, Auckland C. 1.

[L.S.]

A. TYNDALL, Judge.

**NORTHERN INDUSTRIAL DISTRICT CONCRETE-WORKERS—
ENFORCEMENT.**

In the Court of Arbitration of New Zealand, Northern Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments; and in the matter of the Northern Industrial District Concrete-workers' award, dated the 9th day of April, 1940, and recorded in Book of Awards, Vol. XL, p. 247; and in the matter of an action between Darrell Thomas Cooper Brayshay, as and being an Inspector of Awards, Auckland, plaintiff, and Petrous Tile Co. (Auckland), Ltd., a company duly incorporated under the Companies Act, 1933, and having its registered office at Station Road, Penrose, Auckland, defendant.

Wages, Rate of—Concrete Goods "Moulder," Meaning of—Construction of Award—"And," Meaning of.

The award defined a "moulder" as "a worker in charge of pipe-machines, power-driven roofing-tile machines, the lining of cast-iron or steel pipes by the spinning process, or who is in charge of the manufacture of boiler frames, wash-tubs, and chimneys by the use of moulds," and the worker in question, who claimed to be a moulder within the meaning of the award, was engaged solely in the manufacture of wash-tubs, his work including preparing the moulds, placing the reinforcement, filling with concrete, fitting the waste-pipes, trowelling the free surfaces of the concrete, and stripping the moulds. *Held*, That the word "and" in the definition could not be construed as "or," and that the intention of the definition was that the items "boiler frames, wash-tubs, and chimneys" should be read cumulatively. The worker was therefore not a "moulder."

STATEMENT OF CLAIM.

THE plaintiff claims to recover from the defendant the sum of £10 (ten pounds) as a penalty for a breach of the Northern Industrial District Concrete-workers' award, dated the 9th day of April, 1940.

The following are particulars of the said breach:—

That the defendant during the period from the 1st May, 1941, to the 5th August, 1941, did employ G. Biddulph as a moulder and did fail to pay him at the rate of 2s. 7d. per hour, as required by clause 4 (a) of the said award, together with the 5 per cent. increase required by a general order of the Court amending awards dated the 9th day of August, 1940.

The plaintiff also claims to recover from the defendant the sum of £10 (ten pounds) as a penalty for another breach of the same.

The following are particulars of the said breach:—

That the defendant during the period from the 14th July, 1941, to the 5th August, 1941, did employ H. Bradley as an assistant moulder and did fail to pay him at the rate of 2s. 6d. per hour, as required by clause 4 (a) of the said award, together with the 5 per cent. increase required by a general order of the Court amending awards dated the 9th day of August, 1940.

The plaintiff also claims to recover from the defendant the sum of £10 (ten pounds) as a penalty for another breach of the same.

The following are particulars of the said breach:—

That the defendant during the period from the 31st day of July, 1941, to the 5th day of August, 1941, did employ A. N. Wigmore as an assistant moulder and did fail to pay him at the rate of 2s. 6d. per hour, as required by clause 4 (a) of the said award, together with the 5 per cent. increase required by a general order of the Court amending awards dated the 9th day of August, 1940.

JUDGMENT OF THE COURT, DELIVERED BY TYNDALL, J.

The defendant company is engaged in the manufacture of sundry concrete articles such as roofing-tiles, boiler frames, wash-tubs, chimneys, paving-slabs, kerbing, septic tanks, fence-posts, telephone-poles, drinking-troughs, and so forth, and it is admittedly bound by the Northern Industrial District Concrete-workers' award (Book of Awards, Vol. XL, p. 247).

Its factory is located at Penrose, Auckland, and consists of two sheds situated on either side of an open yard. In No. 1 shed the manufacture of boiler frames, wash-tubs, chimneys, and roofing-tiles is normally carried on, although at present the making of roofing-tiles is temporarily suspended pending the installation of a new and more modern tile-making machine. The other shed houses the remainder of the manufacturing operations carried on by the company. The whole establishment is under the control of a manager, and all operations in the two sheds and the yard are under the control of a factory foreman, who, however, apparently spends most of his time in the second shed. Another worker named Boswell was stated by the managing director of the company to be in charge of all

operations at present being carried on in No. 1 shed, although this worker is also called upon to leave the factory occasionally for appreciable periods, for the purpose of erecting chimneys manufactured by the firm.

All three workers named in the statement of claim were called by the plaintiff to give evidence. Two of them stated that Boswell is in charge of the manufacture of boiler frames and chimneys only, and is not in charge of the manufacture of wash-tubs, while the third worker stated that as far as he knew Boswell is in charge of all operations in the No. 1 shed, including the manufacture of wash-tubs.

The worker Biddulph prepares the moulds for wash-tubs, places the reinforcement, fills the moulds with concrete, fits waste-pipes, trowels the free surfaces of the concrete, and later strips the moulds. In this work he is usually assisted by one boy, although occasionally by two. He claims to be a moulder within the meaning of the award.

The worker Bradley is engaged in the manufacture of boiler frames, and claims to be a moulder's assistant within the meaning of the award in view of the fact that he assists Boswell, whom he regards as a moulder.

The third claim, in regard to the worker Wigmore, was withdrawn by the plaintiff during the hearing.

The case rests primarily upon the interpretation to be given to the definition of moulder contained in clause 3 of the award. The definition reads:—

"Moulder" is a worker in charge of pipe-machines, power-driven roofing-tile machines, the lining of cast-iron or steel pipes by the spinning process, or who is in charge of the manufacture of boiler frames, wash-tubs, and chimneys by the use of moulds.

Mr. Goodall, for the defendant company, contended that the word "and" in the definition should not be construed as meaning "or," and that it was the intention of the framers of the definition that the three items mentioned in the latter portion of the definition—namely, boiler frames, wash-tubs, and chimneys—should be read cumulatively. With this contention we agree. Further, we are not satisfied from the evidence that the worker Biddulph is in charge within the meaning of the award.

With regard to the second claim, the plaintiff has failed to show to our satisfaction that the worker Bradley is a moulder's assistant.

Judgment must accordingly be for the defendant company.

Dated this 15th day of October, 1941.

[L.S.]

A. TYNDALL, Judge.

NEW ZEALAND MOTOR AND HORSE DRIVERS.—ENFORCEMENT.

In the Court of Arbitration of New Zealand, Northern Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments; and in the matter of the New Zealand Motor and Horse Drivers' award, dated the 31st day of May, 1940, and recorded in Book of Awards, Vol. XL, p. 641; and in the matter of an action between George Charles Augustine, as and being an Inspector of Awards, Auckland, plaintiff, and Alun Tyler Davies, carrying on business as Smith and Davies, Kaipara Flats, cartage contractors, defendant.

Drivers—Driver employed by Cartage Contractor in driving Vehicle hired to Public Works Department—"Public Works Department Contractors," Meaning of—"Country-work" Allowance not payable—Custom.

The award provided for payment of a country-work allowance to drivers employed by "Public Works Department and local-body contractors." The lorry driven by the worker in question was hired with the driver to the Public Works Department on an hourly basis terminable at any time by either party, the hourly rate being a variable one in accordance with a standard schedule applicable to the whole Dominion arranged some years before between the Department and the master carriers' organizations. The driver's employer had no jurisdiction as to when and where the lorry was used while on hire to the Department. The questions for consideration turned on whether the employer was a Public Works Department contractor within the meaning of the award. *Held*, That the arrangement between the defendant employer and the Public Works Department was a contract of bailment, but the defendant was not a "Public Works Department contractor" within the meaning of the award. In the absence of a special definition the Court could only adopt the meaning customarily given to the term in Public Works Department and local-body circles, and it was not usually accepted that the term "contractor" included persons or firms who merely hired vehicles on an hourly basis to the Department or to local bodies. There was, therefore, no breach of the award in failing to pay the driver a country-work allowance.

STATEMENT OF CLAIM.

THE plaintiff claims to recover from the defendant the sum of £10 as a penalty for a breach of the New Zealand Motor and Horse Drivers' award dated the 31st day of May, 1940.

The following are particulars of the said breach:—

That the defendant did, during the period from the 8th day of September, 1940, to the 6th day of June, 1941, employ one, A. E. R. Mager, as a driver on country work and on Public Works Department contracts, and did fail to pay the said A. E. R. Mager the additional allowance prescribed by subclause (e) of clause 10 of Part III of the said award.

JUDGMENT OF THE COURT, DELIVERED BY TYNDALL, J.

The defendant is a general carter at Kaipara Flats and owns a number of motor-vehicles. He is the holder of two licenses under the Transport Licensing Act, 1931, one of which is a continuous goods-service license covering the operation of four motor-lorries. One of these lorries is driven by the worker, A. E. R. Mager, mentioned in the statement of claim. In conjunction with the continuous goods-service license the defendant holds a vehicle authority. This authority includes the following description of the area or route and class of goods covered by it:—

Area No. 1: Licensing Authority's area—Material and equipment for the Public Works Department, Railways Department, local bodies, and/or their contractors.

During the period mentioned in the statement of claim the lorry driven by the worker, Mager, was hired to the Public Works Department, the driver's services and petrol being provided with the vehicle. The arrangement between the representatives of the Department and the defendant was a verbal one made over the telephone, the hiring being on an hourly basis terminable at any time by either party, and the hourly rate being a variable one in accordance with a standard schedule of rates fixed by the Department in 1938 for adoption on all public works throughout the Dominion after representatives of the Department had conferred with representatives of the New Zealand Road Transport Alliance and the New Zealand Master Carriers' Federation and arrived at a mutually satisfactory schedule. The defendant stated in evidence that he had no jurisdiction whatever as to how, when, and where the lorry was used during the time it was hired to the Department. The practice was for the officers of the Department merely to give instructions to the driver as to the work to be performed. The lorry was transferred from job to job by the Department without any notification to the defendant. This evidence was not contradicted. Before a motor-vehicle may be hired to the Public Works Department under such conditions, the Transport Licensing Authority apparently requires the owner of the vehicle to possess a continuous goods-service license.

Clause 1 of Part II of the New Zealand Motor and Horse Drivers' award (Book of Awards, Vol. XL, p. 641) reads:—

Part II shall apply to drivers and drivers' assistants employed by parties engaged in goods-transport services operating under the Transport Licensing Act, with the exception of those drivers and drivers' assistants engaged in services brought under the provisions of the Licensing Act by the Transport Law Amendment, 1939.

The service carried on by the defendant is recognized by the Transport Licensing Authority as a goods-transport service operating under the Transport Licensing Act and was not brought under the provisions of that Act by the Transport Law Amendment Act, 1939. Consequently we are satisfied that the worker, Mager, is covered by Part II of the New Zealand Motor and Horse Drivers' award.

Clause 10 of Part III of the award deals with "country work," and subclause (g) of the clause reads:—

This subclause shall apply only to Public Works Department and local-body contractors.

The question for consideration is whether the defendant is a Public Works Department contractor so far as the employment of the worker, Mager, is concerned.

We are of the opinion that the arrangement between the defendant and the Department is a contract of bailment, but that the defendant is not a Public Works Department contractor within the meaning of the "country work" clause of the award. In the absence of any special definition, we can only adopt the meaning which is customarily given to the term in Public Works Department and local-body circles, and it is not usually accepted that the term "contractor" includes persons or firms who merely hire motor-vehicles on an hourly basis to the Department or to local bodies.

We hold that the plaintiff has failed to prove a breach of the award, and judgment will accordingly be for the defendant.

Dated the 21st day of October, 1941.

[L.S.]

A. TYNDALL, Judge.

**WELLINGTON INDUSTRIAL DISTRICT TOBACCO-WORKERS.—
AWARD.**

In the Court of Arbitration of New Zealand, Wellington Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments; and in the matter of an industrial dispute between the Wellington District Tobacco Products Employees' Industrial Union of Workers (hereinafter called "the union") and the undermentioned companies (hereinafter called "the employers") :—

Godfrey Phillips (N.Z.), Ltd., Tory Street, Wellington.
National Tobacco Co., Ltd., Napier.

W. D. and H. O. Wills (N.Z.), Ltd., Richmond Street,
Petone.

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the above-mentioned dispute, and having heard the union by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, doth hereby order and award:—

That, as between the union and the members thereof and the employers and each and every of them, the terms, conditions, and provisions set out in the schedule hereto and of this award shall be binding upon the union and upon every member thereof and upon the employers and upon each and every of them, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this award; and, further, that the union and every member thereof and the employers and each and every of them shall respectively do, observe, and perform every matter and thing by this award and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this award or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same. And the Court doth hereby further award, order, and declare that any breach of the said terms, conditions, and provisions set out in the schedule hereto shall constitute a breach of this award, and that a penalty as by law provided shall be payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect as hereinafter provided and shall continue in force until the 16th day of October, 1942, and thereafter as provided by subsection (1) (d) of section 89 of the Industrial Conciliation and Arbitration Act, 1925.

In witness whereof the seal of the Court of Arbitration hath hereto been affixed, and the Judge of the Court hath hereunto set his hand, this 16th day of October, 1941.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE.

Industry to which Award applies.

1. (a) This award shall apply to all workers employed in the manufacture of tobacco, cigarettes, plug, and cigars, and to all workers employed in ancillary trades when employed in an establishment whose product for sale is confined to tobacco, cigarettes, plug, and cigars.

(b) This award shall not apply to any worker employed in the tobacco industry up to and including the stage when the leaf tobacco is packed and delivered into bulk or bond store to await commencement of manufacture.

(c) Nothing in this award shall apply to executive officers, foremen, and forewomen.

Hours of Work.

2. (a) Forty hours shall constitute a week's work, and shall be worked on five days in each week, from Monday to Friday inclusive, to be worked between the hours of 8 a.m. and 5 p.m. In exceptional cases workers may be required to commence work not earlier than 7.30 a.m., provided that they are given equivalent time off at the end of the day.

(b) Work may be done on Saturday, if necessary, and paid for at time and a half rates for the first four hours.

Wages.

3. The minimum weekly rates of wages shall be as follows:—

Males—	Per Week.		
	£	s.	d.
From 16 to 16½ years of age	..	1	0 0
From 16½ to 17 years of age	..	1	10 0
From 17 to 17½ years of age	..	1	15 0
From 17½ to 18 years of age	..	2	0 0
From 18 to 18½ years of age	..	2	5 0
From 18½ to 19 years of age	..	2	10 0
From 19 to 19½ years of age	..	2	15 0
From 19½ to 20 years of age	..	3	0 0
From 20 to 20½ years of age	..	3	10 0
From 20½ to 21 years of age	..	4	0 0
And thereafter	..	5	4 0
Workers in charge of two or more workers	..	5	9 0

Females—

Age commencing.	First Six Months.	Second Six Months.	Third Six Months.	Fourth Six Months.	Fifth Six Months.	Sixth Six Months.	Fourth Year.
Under 16 years of age	17/6	22/6	27/6	32/6	37/6	42/6	47/6
From 16 to 17 years of age	21/-	26/-	31/-	36/-	41/-	46/-	..
From 17 to 18 years of age	24/6	29/6	34/6	39/6	44/6	..	..
From 18 to 19 years of age	28/-	33/-	38/-	43/-	..	..	..
From 19 to 20 years of age	31/6	36/6	41/6	..	..	..	..
From 20 to 21 years of age	36/-	41/-	..	..	..	..	..

Workers 21 years of age and over shall receive not less than £3 12s. 6d. per week.

The rates of wages set out herein for female workers shall, in the case of non-bonus workers, be increased by the sum of 1s. 6d. per week.

Increase in Rates of Remuneration.

4. The minimum rates of wages set out in this award, including overtime and other special payments provided for in this award, shall be subject to the provisions of the general order dated the 9th August, 1940, under the Rates of Wages Emergency Regulations 1940, increasing the rates of remuneration by an amount equal to 5 per cent. thereof.

Overtime.

5. (a) Except as otherwise provided, time worked in excess of eight hours in any day shall be considered overtime and shall be paid for at the rate of time and a half for the first four hours and double time thereafter.

(b) The minimum rate of payment for overtime per hour shall not be less than 1s. 6d.

(c) In all cases where a worker is ordered back after tea to work overtime the minimum payment shall not be for less than two hours.

Casual Workers.

6. Male adult workers employed for less than one week shall be deemed to be casual workers and shall be paid at the rate of 2s. 9d. per hour. When casual labour is employed a minimum of four hours shall be paid.

Weekly Employment.

7. (a) The employment shall be deemed to be a weekly employment, and no deduction shall be made from the weekly rate except through the worker's sickness or default or his or her absence from work through no fault of the employer.

(b) Not less than seven days' notice shall be given by either party of the termination of employment, except in the case of a casual: Provided that nothing in this subclause shall prevent an employer from summarily dismissing any worker for wilful misconduct.

Payment of Wages.

8. Wages shall be paid weekly and in cash and in the employer's time and not later than Friday in each week, except in the case of casual workers, who shall be paid immediately upon discharge.

Holidays.

9. (a) The following shall be observed as full holidays—viz., Christmas Day, Boxing Day, New Year's Day, Good Friday, Easter Monday, Anzac Day, Anniversary Day, Labour Day, factory workers' picnic-day to be held on a Saturday, and the birthday of the reigning Sovereign. In the Hawke's Bay District, Show Day shall be observed instead of Anniversary Day.

(b) Should any of the above-mentioned holidays, except Anzac Day, fall on a Sunday, then for the purpose of this award such holiday shall be observed on the following Monday.

(c) Any work done on Sundays or on any of the public holidays mentioned in this clause shall be paid for at double time rates. Any work done on any holiday observed in lieu thereof shall be paid for at double time rates. The said payments shall be made in addition to the weekly wages.

(d) During the holiday period, Christmas to New Year, each worker shall be paid, in addition to the statutory holidays, one week's pay.

(e) Where it is necessary to cease work in any department the day before the annual holiday commences, the employer shall be entitled to reopen such department for work the day before the general resumption of work in the factory.

(f) After twelve months' service an employee completing six months' further service, and his service terminating, shall be granted pay in lieu of the holidays in the same proportion according to length of service: Provided that this subclause shall not apply in the case of a worker dismissed for wilful misconduct.

General Conditions.

10. (a) Girls working in the vicinity of bronze dust arising from cigarette-machines, and packers on packing-machines in the same circumstances, shall be supplied with a pint of hot milk daily.

(b) Tobacco-dryers on gas and steam stoves shall be supplied with a pint of hot milk daily.

(c) Workers employed on the steam cleaning-machines, the operator and the girl next to the operator on the leaf-steaming machines, shall be supplied with a pint of hot milk daily.

(d) Workers employed on the steam cleaning-machines shall work two months off this work and one month on.

Notice of Overtime.

11. When a worker is required to work overtime after 6 p.m. on any day, the employer shall provide a meal or pay such worker 1s. 6d. to obtain a meal, unless the worker is

notified on the day previous that the overtime work is required. In the case of notice being given to work overtime and the worker's services not being required on the day the overtime was to be worked, the worker concerned shall be paid 1s. 6d. meal allowance.

Overalls.

12. (a) At the discretion of the employer, all workers shall be supplied with overalls, to be washed weekly by the workers and kept in repair by them.

(b) Workers employed feeding the dipped filler-dryer shall be supplied with aprons.

(c) Overalls and aprons shall remain the property of the employer.

Accommodation.

13. The employer shall provide suitable dining and lavatory accommodation, together with facilities for changing clothes.

Meal-hours.

14. Not less than three-quarters of an hour shall be allowed for meals.

Certificate of Service.

15. A worker on leaving or being discharged shall, on request, be given a written reference setting out the position held and the total period of the employment. Original references shall be the property of the employee, and shall be returned within forty-eight hours after engagement.

First-aid Outfits.

16. First-aid outfits shall be provided in all factories and shall be accessible to all employees at all times. The employer shall be responsible for keeping supplies in clean containers and in charge of responsible persons.

Disputes.

17. The essence of this award being that the work of the employers shall not on any account be impeded but shall always proceed as if no dispute had arisen, it is provided that if any dispute or difference shall arise between the parties bound by this award, or any of them, as to any matter whatsoever arising out of or connected therewith and not specifically dealt with in this award, every such dispute or difference shall be referred to a committee to be composed of two representatives of each side, together with an independent chairman (if required) to be mutually agreed upon or, in the

default of agreement, to be appointed by the Conciliation Commissioner for the district. Either side shall have the right to appeal to the Court against a decision of any such committee upon giving to the other side written notice of such appeal within fourteen days after such decision has been made known to the party desirous of appealing.

Right of Entry upon Premises.

18. The secretary or other authorized officer of the union shall, with the consent of the employer (which consent shall not be unreasonably withheld), be entitled to enter at all reasonable times upon the premises or works and there interview any workers, but not so as to interfere unreasonably with the employer's business.

Workers to be Members of Union.

19. (a) It shall not be lawful for any employer bound by this award to employ or to continue to employ in any position or employment subject to this award any adult person who is not for the time being a member of an industrial union of workers bound by this award or who is not for the time being a member of a trade-union which was registered as such before the 1st day of May, 1936, and which is bound by this award: Provided, however, that any non-unionist may be continued in any position or employment by an employer bound by this award during any time while there is no member of a union bound by this award who is available to perform the particular work required to be done and is ready and willing to undertake it.

(b) For the purposes of subclause (a) of this clause a person of the age of eighteen years or upwards, and every other person who for the time being is in receipt of not less than the minimum rate of wages prescribed by this award for workers of the age of twenty-one years and upwards, shall be deemed to be an adult.

(NOTE.—Attention is drawn to subsection (4) of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, which gives to workers the right to join the union.)

Under-rate Workers.

20. (a) Any worker who considers himself incapable of earning the minimum wage fixed by this award may be paid such lower wage as may from time to time be fixed, on the application of the worker after due notice to the union, by the local Inspector of Awards or such other person as the Court may from time to time appoint for that purpose; and such

Inspector or other person in so fixing such wage shall have regard to the worker's capability, his past earnings, and such other circumstances as such Inspector or other person shall think fit to consider after hearing such evidence and argument as the union and such worker shall offer.

(b) Such permit shall be for such period, not exceeding six months, as such Inspector or other person shall determine, and after the expiration of such period shall continue in force until fourteen days' notice shall have been given to such worker by the secretary of the union requiring him to have his wage again fixed in manner prescribed by this clause: Provided that in the case of any person whose wage is so fixed by reason of old age or permanent disability it may be fixed for such longer period as such Inspector or other person shall think fit.

(c) Notwithstanding the foregoing, it shall be competent for a worker to agree in writing with the president or secretary of the union upon such wage without having the same so fixed.

(d) It shall be the duty of the union to give notice to the Inspector of Awards of every agreement made with a worker pursuant hereto.

(e) It shall be the duty of an employer, before employing a worker at such lower wage, to examine the permit or agreement by which such wage is fixed.

Scope of Award.

21. This award shall operate throughout the Wellington Industrial District.

Term of Award.

22. This award, in so far as it relates to wages, shall be deemed to have come into force on the 22nd day of September, 1941, and so far as all the other conditions of this award are concerned it shall come into force on the day of the date hereof; and this award shall continue in force until the 16th day of October, 1942.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the Court hath hereunto set his hand, this 16th day of October, 1941.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM.

This award embodies the terms of settlement arrived at by the assessors in Conciliation Council. Wages have been made payable retrospectively in accordance with the agreement of the parties.

The assessors desire it to be noted that the increased rate for adult workers was agreed to in lieu of the tobacco and cigarette allowance previously granted, and that henceforth free tobacco and cigarettes will not be available. The employers who have been in the habit of granting a tobacco and cigarette allowance undertake to sell wholesale to their employees for their own personal use, the value of such not to exceed 5s. in total per week.

A. TYNDALL, Judge.

NEW ZEALAND DROVERS AND SOUTH ISLAND MUSTERERS, PACKERS, AND SNOW-RAKERS.—AWARD.

[Filed in the Office of the Clerk of Awards, Wellington.]

In the Court of Arbitration of New Zealand.—Northern, Taranaki, Wellington, Marlborough, Nelson, Westland, Canterbury, and Otago and Southland Industrial Districts.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments; and in the matter of an industrial dispute between the New Zealand Workers' Industrial Union of Workers (hereinafter called "the union") and the undermentioned unions (hereinafter called "the employers") :—

New Zealand Sheepowners' Industrial Union of Employers, P.O. Box 872, Christchurch.

New Zealand Agricultural and Related Farmers' Industrial Union of Employers, 35-37 Johnston Street, Wellington.

New Zealand Dairy Farmers' Industrial Union of Employers, corner of Featherston and Ballance Streets, Wellington.

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the above-mentioned dispute, and having heard the union by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, doth hereby order and award :—

That, as between the union and the members thereof and the employers and each and every of them, the terms, conditions, and provisions set out in the schedule hereto and of this award shall be binding upon the union and upon every member thereof and upon the employers and upon each and

every of them, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared and form part of this award; and, further, that the union and every member thereof and the employers and each and every of them shall respectively do, observe, and perform every matter and thing by this award and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this award or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same. And the Court doth hereby further award, order, and declare that any breach of the said terms, conditions, and provisions set out in the schedule hereto shall constitute a breach of this award, and that a penalty as by law provided shall be payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect as from the day of the date hereof and shall continue in force until the 31st day of July, 1942, and thereafter as provided by subsection (1) (d) of section 89 of the Industrial Conciliation and Arbitration Act, 1925.

In witness whereof the seal of the Court of Arbitration hath hereto been affixed, and the Judge of the Court hath hereunto set his hand, this 24th day of October, 1941.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE.

Persons to whom Award applies.

1. This award shall apply to the employers and workers engaged in mustering, packing, and snow-raking in the South Island and to persons engaged in droving throughout the Dominion of New Zealand.

Musterers' Wages.

2. (a) Musterers, when employed to muster sheep for any purpose, shall be paid not less than £5 per week, if engaged by the week, and not less than £1 1s. per day, if engaged by the day. Musterers engaged by the week shall receive an additional payment of £1 1s. for Christmas Day, Anzac Day, Good Friday, or any Sunday on which they are required to do any mustering, and musterers engaged by the day shall be paid for all days from the date of their commencing work until the completion of the period of employment. A musterer engaged by the day shall receive the daily rate for Christmas Day, Anzac Day, Good Friday, or any Sunday on which he is required to do mustering.

(b) Packers employed in connection with mustering shall be paid not less than £4 4s. per week, if engaged by the week, and not less than 19s. per day, if engaged by the day. Packers engaged by the week shall receive an additional payment of 19s. for Christmas Day, Anzac Day, Good Friday, or any Sunday on which they are required to shift camp.

(c) Any musterer or packer required to do snow-raking shall be paid £1 10s. per day while engaged in such work.

(d) Reasonable shelter for dogs shall be provided at homesteads and at hill country camps also.

Youths.

3. Youths may be employed to learn mustering at not less than the following rates, in addition to their board and lodging:—

			Per Week.		
			£	s.	d.
First Year	1 15	0
Second Year	2 7	6
Thereafter the full adult wage.					

Conditions for Musterers.

4. (a) In all the above cases food of good quality and sufficient quantity, including butter and jam, shall be provided by the employer.

(b) In all cases where it is reasonably practicable, musterers and packers shall be provided by the employer with good, dry sleeping-accommodation on the hills, and proper provision shall be made, by oil-sheets or otherwise, for the protection of all bedding from wet during transit.

(c) Musterers required to travel more than ten miles to a station shall be paid one day's pay for such travelling.

Drovers' Wages.

5. (a) Drovers shall be paid not less than £1 10s. per day, not found, and any necessary expenses incurred on behalf of the employer shall be refunded.

(b) Drovers shall be paid 1s. 1d. per mile for each mile travelled when travelling to lift stock or returning after a drive, except when the distance travelled is under ten miles.

(c) For travelling twenty-five miles or more in any one day a full day's wage shall be paid: Provided that when more than twenty-eight miles are travelled in any one day a sum of 1s. per mile for every mile in excess of twenty-eight miles shall be paid in addition to the daily rate.

(d) Any drover required to travel more than ten miles to lift stock or return more than ten miles after delivery of stock shall receive 1s. per mile for every mile or part thereof beyond the ten miles travelled.

This subclause shall apply only where a full stage is driven the same day as the stock is lifted.

Short Drives.

6. When drovers are engaged on short drives the following rates apply: For the first hour or part thereof, 6s.; and for each additional hour or part thereof up to five hours 4s. 8d. per hour. All drives occupying more than five hours shall be paid for at the full daily rate of pay, time to be taken from the lifting of the stock until delivery at its destination.

Prompt Payment of Wages due.

7. A penalty of 10 per cent. shall be added to all wages not paid within fourteen days following receipt of the account by the employer.

North Island Mustering.

8. Drovers in the North Island, when engaged on a casual daily basis to muster stock, shall be paid the drovers' daily rate as specified in clause 5 hereof, but when rations and accommodation are provided by the employer the rate shall be reduced by 3s. per day.

Conditions.

9. The provisions of this award shall not apply to any worker who is employed regularly as a farm or station hand.

Posting of Award.

10. A copy of this award shall be posted up by the employers in a conspicuous place accessible to all workers.

Payment of Subscription on Workers' Order.

11. The employer shall on receipt of a stamped order duly signed by each respective worker, deduct from such worker's wages the union's annual subscription and forward the amount to the Branch Secretary, New Zealand Workers' Union, as indicated on the order form, within seven days from the date the employer or his agent receives the worker's signed order.

Transaction of Union Business.

12. Reasonable facilities shall be given by the employer or his agent to the union's organizer or other official of the union to enable him to transact all business of the union.

Employers' Liability to Employ Unionists.

13. (a) It shall not be lawful for any employer bound by this award to employ or to continue to employ in any position or employment subject to this award any adult person who is not for the time being a member of an industrial union of workers bound by this award or who is not for the time being a member of a trade union which was registered as such before the 1st day of May, 1936, and which is bound by this award.

(b) For the purpose of subclause (a) of this clause a person of the age of eighteen years or upwards, and every other person who for the time being is in receipt of not less than the minimum rate of wages prescribed by this award for workers of the age of twenty-one years and upwards, shall be deemed to be an adult.

Workers to be Members of Union.

14. (a) Every worker coming within the scope of this award shall become and remain a member of the New Zealand Workers' Industrial Union of Workers, and reasonable facilities shall be given any such workers employed as musterers, packers, drovers, and snow-rakers to become members of the union. Any worker who fails to comply with the provisions of this subclause commits a breach of this award.

(b) On request by the union's official organizer or other accredited official of the union each worker shall immediately pay his union contribution by cash or order on his employer.

Under-rate Workers.

15. (a) Any worker who considers himself incapable of earning the minimum wage fixed by this award may be paid such lower wage as may from time to time be fixed, on the application of the worker after due notice to the union, by the local Inspector of Awards or such other person as the Court may from time to time appoint for that purpose; and such Inspector or other person in so fixing such wage shall have regard to the worker's capability, his past earnings, and such other circumstances as such Inspector or other person shall think fit to consider after hearing such evidence and argument as the union and such worker shall offer.

(b) Such permit shall be for such period, not exceeding six months, as such Inspector or other person shall determine, and after the expiration of such period shall continue in force until fourteen days' notice shall have been given to such worker by the secretary of the union requiring him to have his wage again fixed in manner prescribed by this clause: Provided that in the case of any person whose wage is so fixed by reason of old age or permanent disability it may be fixed for such longer period as such Inspector or other person shall think fit.

(c) Notwithstanding the foregoing, it shall be competent for a worker to agree in writing with the president or secretary of the union upon such wage without having the same so fixed.

(d) It shall be the duty of the union to give notice to the Inspector of Awards of every agreement made with a worker pursuant hereto.

(e) It shall be the duty of an employer, before employing a worker at such lower wage, to examine the permit or agreement by which such wage is fixed.

Rates of Wages Emergency Regulations 1940.

16. Rates of pay under this award are not affected by the Arbitration Court's order under the Rates of Wages Emergency Regulations 1940, and dated the 9th August, 1940, and it is not necessary to add 5 per cent. to wages paid under this award as this increase is already provided for in the rates of pay set out herein.

Application of Award.

17. This award shall apply to the original parties named herein and to all employers connected with or engaged in any of the industries covered by the award, whether actually mentioned in the list of parties or not, and all employers not so named are bound by the provisions of the award and their obligations are the same as if they had been named in the list of parties.

Scope of Award.

18. This award, in so far as it applies to drovers, shall operate throughout all the industrial districts of New Zealand, and so far as it applies to musterers, packers, and snow-rakers it shall operate throughout the industrial districts of the South Island only.

Term of Award.

19. This award shall come into force on the day of the date hereof, and shall continue in force until the 31st day of July, 1942.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the Court hath hereunto set his hand, this 24th day of October, 1941.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM.

This award embodies the terms of settlement arrived at by the assessors in Conciliation Council. The parties in Conciliation Council agreed that it is impossible to regulate working-hours in the industry, and have added an extra amount to the rates provided under the 1931 award in order to meet the requirements of the industry in this respect.

A. TYNDALL, Judge.

**CANTERBURY ROPE, TWINE, AND FLAX MILL EMPLOYEES.—
AWARD.**

In the Court of Arbitration of New Zealand, Canterbury Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments; and in the matter of an industrial dispute between the Canterbury Rope, Twine, and Flax Mill Employees' Industrial Union of Workers (hereinafter called "the union") and the undermentioned company (hereinafter called "the employers") :—

Andrews Twine Co., Ltd., Waikuku.

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the above-mentioned dispute, and having heard the union by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, doth hereby order and award:—

That, as between the union and the members thereof and the employers and each and every of them, the terms, conditions, and provisions set out in the schedule hereto and

of this award shall be binding upon the union and upon every member thereof and upon the employers and upon each and every of them, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this award; and, further, that the union and every member thereof and the employers and each and every of them shall respectively do, observe, and perform every matter and thing by this award and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this award or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same. And the Court doth hereby further award, order, and declare that any breach of the said terms, conditions, and provisions set out in the schedule hereto shall constitute a breach of this award, and that a penalty as by law provided shall be payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect as hereinafter provided and shall continue in force until the 31st day of May, 1943, and thereafter as provided by subsection (1) (d) of section 89 of the Industrial Conciliation and Arbitration Act, 1925.

In witness whereof the seal of the Court of Arbitration hath hereto been affixed, and the Judge of the Court hath hereunto set his hand, this 24th day of October, 1941.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE.

Application of Award.

1. This award shall apply to the rope, twine, and flax industry.

Hours of Work.

2. (a) An ordinary week's work shall not exceed forty hours. Except in the case of night shifts, not more than eight hours shall be worked on each of the first five days of the week between 7.30 a.m. and 5 p.m.

(b) Notwithstanding anything contained in subclause (a) hereof, shifts may be worked as required by the employer. Eight hours shall constitute a full shift, and all shifts shall be worked between Monday and Friday, both days inclusive. Thirty minutes' crib-time shall be allowed shift-workers without any deduction from pay.

(c) Night-shift workers shall be paid not less than 2s. per shift in addition to the rates prescribed.

(d) A worker required to work for less than three shifts consecutively shall not be deemed to be a shift-worker, but shall be paid for such work at overtime rates.

Wages and Classification.

3. The minimum rates of pay for adult male workers shall be as follows:—

			Per Hour.	
			s.	d.
Twine-mill workers	..	..	2	4½
Flax-mill workers	..	..	2	4½
Linen-flax-mill workers	..	..	2	4½

Youths.

4. (a) Youths may be employed in the proportion of one youth to every two men employed.

(b) The minimum wages payable to youths shall be as follows:—

			Per Week.		
			£	s.	d.
First six months	..	..	1	0	0
Second six months	..	..	1	5	0
Third six months	..	..	1	10	0
Fourth six months	..	..	1	17	6
Third year	..	..	2	5	0
Fourth year	..	..	2	15	0
Fifth year	..	..	3	5	0

Thereafter, the minimum wage for adult workers:

Provided that a worker of the age of twenty-one years or upwards shall be paid not less than the basic wage for the time being prevailing.

(c) No deduction shall be made from the weekly wages prescribed herein except through the worker's sickness, accident, or default, or through breakdown in machinery.

(d) Not less than one week's notice shall be given by either party of the termination of the employment, but nothing in this clause shall prevent an employer from summarily dismissing any worker for wilful misconduct.

Female Workers.

5. Female workers may be employed at rates and conditions to be agreed upon between the union and the employer.

Overtime.

6. All time worked in any one day outside or in excess of the hours prescribed in clause 2 hereof shall count as overtime and shall be paid for at the rate of time and a half for the first four hours and double time thereafter.

Increase in Rates of Remuneration.

7. All rates of remuneration, including time and piece wages and overtime and other special payments provided for in this award, shall be subject to the provisions of the general order dated 9th August, 1940, under the Rates of Wages Emergency Regulations 1940, increasing rates of remuneration by an amount equal to 5 per cent. thereof.

Holidays.

8. (a) The following shall be the recognized holidays: Christmas Day, Boxing Day, New Year's Day, Good Friday, Easter Monday, Anzac Day, Labour Day, and the King's Birthday, or any day observed in lieu thereof.

(b) Payment for the above holidays shall be made in accordance with the requirements of the Factories Act, 1921-22, and its amendments.

(c) For work done on any of the above-mentioned holidays or on Sundays, double ordinary rates shall be paid.

(d) In addition to the holidays mentioned in subclause (a) hereof, the 2nd day of January, when it falls on an ordinary working-day, and Show Day shall be paid holidays for all workers who have been employed for at least four days during the week ending on the day on which the holiday occurs.

(e) For work done on either of the days mentioned in subclause (d) hereof, time and a half rates shall be paid.

Annual Holidays.

9. (a) An annual holiday of one working-week on full pay shall be allowed to all workers after completion of each twelve months' service. Whenever possible, such holiday shall be given and taken in conjunction with the Christmas and New Year holidays. Workers who at that time have not completed the full twelve months' service shall be allowed a holiday proportionate to the time served. Workers required to work in connection with the annual overhaul of the factory may be retained in employment during the Christmas or New Year period and granted the holiday then due not later than Easter.

(b) Any worker leaving the employment for any causes, other than misconduct, after serving three months shall be allowed and paid for a holiday proportionate to the time worked.

Meal Interval.

10. No worker shall work continuously for more than four and a quarter hours without a meal, except on special occasions, when the interval may be extended to five hours by mutual agreement.

Payment of Wages.

11. All wages shall be paid weekly not later than Thursday.

Accommodation.

12. Dining and dressing accommodation and proper sanitary conveniences, and facilities for washing and boiling water at meal-times, shall be provided.

Termination of Employment.

13. (a) Eight working-hours' notice of termination of the services of any worker shall be given by the employer to the worker or by the worker to the employer; but this shall not affect the right of either party to terminate the employment without notice for good cause.

(b) Where the employment is terminated, the worker shall be paid all wages due within fifteen minutes of the termination of employment. Payment may be made by cheque.

Aprons and Gum Boots.

14. Where necessary, the employer shall provide gum boots and aprons for men working in retting-tanks and flax-mill.

Right of Entry.

15. The secretary or other authorized officer of the union of workers shall, with the consent of the employer (which consent shall not be unreasonably withheld), be entitled to enter at all reasonable times upon the premises or works and there interview any workers, but not so as to interfere unreasonably with the employer's business.

Meal-money.

16. Where workers are required to work overtime after 6 p.m. the employer shall allow the workers meal-money at the rate of 2s. per meal.

First-aid Kit.

17. A suitable first-aid outfit, fully equipped, shall be kept in a convenient and accessible place.

Matters not provided for.

18. Any dispute in connection with any matter not provided for in this award shall be settled between the particular employer concerned and the secretary or president of the union, and in default of any agreement being arrived at, then such dispute shall be referred to the Conciliation Commissioner for the district, who may either decide the matter or refer the matter to the Court. Either party, if dissatisfied with the decision of the Commissioner, may appeal to the Court upon giving written notice of such appeal to the other party within fourteen days after such decision shall have been communicated to the party desiring the appeal.

Under-rate Workers.

19. (a) Any worker who considers himself incapable of earning the minimum wage fixed by this award may be paid such lower wage as may from time to time be fixed, on the application of the worker after due notice to the union, by the local Inspector of Awards or such other person as the Court may from time to time appoint for that purpose; and such Inspector or other person in so fixing such wage shall have regard to the workers' capability, his past earnings, and such other circumstances as such Inspector or other person shall think fit to consider after hearing such evidence and argument as the union and such worker shall offer.

(b) Such permit shall be for such period, not exceeding six months, as such Inspector or other person shall determine, and after the expiration of such period shall continue in force until fourteen days' notice shall have been given to such worker by the secretary of the union requiring him to have his wages again fixed in manner prescribed by this clause: Provided that in the case of any person whose wage is so fixed by reason of old age or permanent disability it may be fixed for such longer period as such Inspector or other person shall think fit.

(c) Notwithstanding the foregoing, it shall be competent for a worker to agree in writing with the president or secretary of the union upon such wage without having the same so fixed.

(d) It shall be the duty of the union to give notice to the Inspector of Awards of every agreement made with a worker pursuant hereto.

(e) It shall be the duty of an employer, before employing a worker at such lower wage, to examine the permit or agreement by which such wage is fixed.

Workers to be Members of Union.

20. (a) It shall not be lawful for any employer bound by this award to employ or to continue to employ in any position or employment subject to this award any adult person who is not for the time being a member of an industrial union of workers bound by this award or who is not for the time being a member of a trade-union which was registered as such before the 1st day of May, 1936, and which is bound by this award: Provided, however, that any non-unionist may be continued in any position or employment by an employer bound by this award during any time while there is no member of a union bound by this award who is available to perform the particular work required to be done and is ready and willing to undertake it.

(b) For the purposes of subclause (a) of this clause a person of the age of eighteen years or upwards, and every other person who for the time being is in receipt of not less than the minimum rate of wages prescribed by this award for workers of the age of twenty-one years and upwards, shall be deemed to be an adult.

(NOTE.—Attention is drawn to subsection (4) of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, which gives to workers the right to join the union.)

Extension of Hours under Factories Act.

21. Pursuant to the provisions of section 3 of the Factories Amendment Act, 1936, the limits of hours fixed by subsection (1) of that section are hereby extended upon the terms of this award in respect of every occupier of a factory bound or to be bound by this award.

Scope of Award.

22. This award shall apply to the parties named herein and to such other parties as may be joined by the Court.

Term of Award.

23. This award, in so far as it relates to wages, shall be deemed to have come into force on the 1st day of June, 1941, and so far as all the other conditions of this award are concerned it shall come into force on the day of the date hereof; and this award shall continue in force until the 31st day of May, 1943.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the Court hath hereunto set his hand, this 24th day of October, 1941.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM.

This award embodies the terms of settlement arrived at by the assessors in Conciliation Council. The assessors desire it to be noted that the Council agreed to a rate different from that provided for twine-mill workers in other industrial districts because at the Waikuku works workers are employed intermittently in the different sections.

A. TYNDALL, Judge.

WESTLAND ELECTRIC-POWER SUPPLY AUTHORITIES' OPERATORS.—AWARD.

In the Court of Arbitration of New Zealand, Westland Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments; and in the matter of an industrial dispute between the New Zealand (except Northern Industrial District) Amalgamated Engineering and Related Trades' Industrial Union of Workers (hereinafter called "the union") and the undermentioned companies and Council (hereinafter called "the employers") :—

Kanieri Electric, Ltd., Hokitika.
 Reefton Electric Light and Power Co., Ltd., Reefton.
 Westland Power, Ltd., Hokitika.
 Westport Borough Council, Westport.

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the above-mentioned dispute, and having heard the union by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, doth hereby order and award :—

That, as between the union and the members thereof and the employers and each and every of them, the terms, conditions, and provisions set out in the schedule hereto and of this award shall be binding upon the union and upon every member thereof and upon the employers and upon each and every of them, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this award; and, further, that the union and every member thereof and

the employers and each and every of them shall respectively do, observe, and perform every matter and thing by this award and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this award or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same. And the Court doth hereby further award, order, and declare that any breach of the said terms, conditions, and provisions set out in the schedule hereto shall constitute a breach of this award, and that a penalty as by law provided shall be payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect as hereinafter provided and shall continue in force until the 4th day of October, 1943, and thereafter as provided by subsection (1) (d) of section 89 of the Industrial Conciliation and Arbitration Act, 1925.

In witness whereof the seal of the Court of Arbitration hath hereto been affixed, and the Judge of the Court hath hereunto set his hand, this 28th day of October, 1941.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE.

Interpretation.

1. (a) "Workers" shall mean and include operators, racemen or gaugers, and juniors operators.

(b) "Operators' work" shall mean and include the attending, operating, and assisting in the maintenance of the necessary machinery, the keeping of records, cleaning, the installation of brushes, renewal of fuses, resetting of relays, voltage adjustments, cleaning of screens, and gauging of water of forebay.

(c) "Junior or assistant operators" are workers of at least eighteen years of age who have had less than four years' experience in power-house operating.

(d) "Racemen or gaugers" are workers other than labourers engaged on water-gauging, clearing, or cleaning and maintenance of water-races, intakes, tunnels, flumings, dams, and pipe-lines.

Hours of Work.

2. (a) For shift-workers the ordinary hours of work shall not exceed eighty-eight per fortnight, to be worked in shifts not exceeding eight hours.

(b) Where workers are required to work shifts, such shifts shall rotate so that each worker will receive an equal share of Saturday and Sunday work.

(c) For all other workers except racemen the ordinary hours of work shall not exceed forty per week, to be worked on the first five days between the hours of 7.30 a.m. and 5.30 p.m.

(d) Where an operator works more than two Sundays in any month he shall be allowed one day off, other than a Sunday or statutory holiday, once each month at a time to be mutually arranged between the employer and the worker.

Wages.

3. (a) The existing practice regarding the payment of wages shall continue.

(b) Should the provisions of the Factories Act, 1921-22, and its amendments requiring payment to shift-workers for work done on Sundays and holidays be amended during the currency of this award, the wages set out herein shall be adjusted so that the average weekly earnings of any worker shall not be reduced.

(c) The following shall be the minimum rates of wages:—

Operators: 2s. 4d. per hour, provided that such workers shall be guaranteed an average weekly payment of not less than £6.

Racemen: £6 per week.

Junior Operators—

First year: 1s 3d. per hour, provided that such workers shall be guaranteed an average weekly payment of not less than £2 10s.

Second year: 1s. 5d. per hour, provided that such workers shall be guaranteed an average weekly payment of not less than £2 16s. 8d.

Third and fourth years: 1s. 10d. per hour, provided that such workers shall be guaranteed an average weekly payment of not less than £3 13s. 4d. in the third year and £4 in the fourth year.

Thereafter: Operators' rates.

(d) Any worker in receipt of a higher wage than herein mentioned shall not have his wages reduced during the currency of this award.

(e) Where weekly wages are prescribed the employer may make a rateable deduction for time lost by the worker through sickness, accident, or default.

Increase in Rates of Remuneration.

4. All rates of remuneration, including time and piece wages and overtime and other special payments provided for in this award, shall be subject to the provisions of the general order dated 9th August, 1940, under the Rates of Wages Emergency Regulations 1940, increasing rates of remuneration by an amount equal to 5 per cent. thereof.

Overtime.

5. (a) All time worked in excess of the time mentioned in clause 2 hereof in any one day shall be paid for at the rate of time and a half for the first four hours and double time thereafter.

(b) If at any time a worker is called out after having ceased work, then the time so worked shall be paid for at ordinary overtime rates, to be computed from the time of leaving home to the time of his return.

(c) Supper and crib time when working overtime shall be paid by the employer.

Annual Leave.

6. (a) All workers covered by this award, except shift-workers and racemen, shall be entitled to one week's holiday on full pay after the completion of twelve months' continuous service from the date of their last annual leave or from the date of the making of this award if no annual leave had been given previously.

(b) Shift-workers and racemen shall be entitled to two weeks' holiday on full pay after the completion of twelve months' continuous service from the date of their last annual leave.

(c) Such holidays shall be taken at a time to be mutually arranged, and, where practicable, shall immediately precede or follow the long week-end off.

(d) Where a worker's employment is terminated after the completion of four months' continuous service he shall receive a proportionate holiday or payment in lieu thereof.

Holidays.

7. (a) The provisions of the Factories Act, 1921-22, and its amendments, and modifications regarding Sundays and holidays and payment for work done on such days, shall apply to all workers covered by this award.

(b) "Relieving operators": Workers already in the employment but who are not regularly employed as operators may be employed under this award to relieve regular operators during periods of their absence on holiday or sick-leave, or other temporary absence, including periods while undergoing military training in New Zealand. Notwithstanding the provisions of clause 6 hereof, such workers shall be allowed or paid for a proportion of the annual holiday prescribed by this award according to the length of time served as relieving operators, but such time shall not count as time worked in his usual occupation.

General Conditions.

8. (a) Permanent racemen who are required to work in wet places shall be supplied with suitable gum boots.

(b) The existing practice regarding the payment of bicycle and/or car allowance shall continue.

Termination of Engagement.

9. Except in the case of misconduct, termination of engagement of weekly workers shall be by one week's notice on either side.

Accident Provisions.

10. A suitable first-aid outfit shall be supplied at each station.

Right of Entry.

11. The secretary or other authorized officer of the union of workers shall, with the consent of the employer (which consent shall not be unreasonably withheld), be entitled to enter at all reasonable times upon the premises or works and there interview any workers, but not so as to interfere unreasonably with the employer's business.

Matters not provided for.

12. Any dispute in connection with any matter not provided for in this award shall be settled between the employer's representative and the secretary or president of the union, and in default of any agreement being arrived at, then such dispute shall be referred to the Conciliation Commissioner for the district, who may decide the same or refer the matter to the Court. Either party, if dissatisfied with the decision of the Conciliation Commissioner, may appeal to the Court upon giving written notice of such appeal to the other party within fourteen days after such decision shall have been communicated to the party desirous of appealing.

Workers to be Members of the Union.

13. (a) It shall not be lawful for any employer bound by this award to employ or to continue to employ in any position or employment subject to this award any adult person who is not for the time being a member of an industrial union of workers bound by this award or who is not for the time being a member of a trade-union which was registered as such before the 1st day of May, 1936, and which is bound by this award: Provided, however, that any non-unionist may be continued in any position or employment by an employer bound by this award during any time while there is no member of a union bound by this award who is available to perform the particular work required to be done and is ready and willing to undertake it.

(b) For the purposes of subclause (a) of this clause a person of the age of eighteen years or upwards, and every other person who for the time being is in receipt of not less than the minimum rate of wages prescribed by this award for workers of the age of twenty-one years and upwards, shall be deemed to be an adult.

(NOTE.—Attention is drawn to subsection (4) of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, which gives to workers the right to join the union.)

Scope of Award.

14. This award shall operate throughout the Westland Industrial District.

Term of Award.

15. This award, in so far as it relates to wages, shall be deemed to have come into force on the 4th day of October, 1941, and so far as all the other conditions of this award are concerned it shall come into force on the day of the date hereof; and this award shall continue in force until the 4th day of October, 1943.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the Court hath hereunto set his hand, this 28th day of October, 1941.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM.

This award embodies the terms of settlement arrived at by the assessors in Conciliation Council.

A. TYNDALL, Judge.

**AUCKLAND CITY COUNCIL DRIVERS—INDUSTRIAL
AGREEMENT.**

This industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, this 2nd day of October, 1941, embodies the terms of the settlement arrived at between the Body Corporate of the Mayor, Councillors, and Citizens of the City of Auckland (hereinafter referred to as "the employers"), of the one part, and the Auckland Road Transport and Motor and Horse Drivers and their Assistants' Industrial Union of Workers (hereinafter referred to as "the union"), of the other part, whereby it is mutually agreed by and between the said parties hereto as set out in the following schedule.

SCHEDULE.

Hours of Work.

1. (a) Unless otherwise specified, the working-time per week shall not exceed forty hours, to be worked on five days each week: Provided that any employee may work in addition four hours per week at ordinary rates of pay on stable-work or washing and attendance to motor-vehicles and travelling to and from job.

(b) Any work other than attendance to horses or motor-vehicles, except where otherwise provided, performed before 7 a.m. or after 5 p.m. shall be paid for at overtime rates as hereinafter specified, whether or not the weekly limit shall have been exceeded.

(c) One hour shall be allotted for dinner daily for all motor and horse drivers, but this time may be curtailed by mutual agreement between the union or its representatives and the Council or its representatives.

(d) Men required on work such as street-cleaning, scavenging, collection and disposal of refuse, carting clinker, motor sweeping-machine may work such hours without payment of overtime as are deemed necessary for essential services to be efficiently carried out, provided that they do not work more than eight hours in any one day or more than forty hours in any one week between the hours of 7 a.m. and 5 p.m. Monday to Friday inclusive and between 7 a.m. and 12 noon on Saturday.

(e) Stablemen employed under this agreement may work such hours without payment of overtime on any day of the week, provided that they do not work more than eight hours on any one day or more than forty hours in any one week.

Workers to be Members of the Union.

13. (a) It shall not be lawful for any employer bound by this award to employ or to continue to employ in any position or employment subject to this award any adult person who is not for the time being a member of an industrial union of workers bound by this award or who is not for the time being a member of a trade-union which was registered as such before the 1st day of May, 1936, and which is bound by this award: Provided, however, that any non-unionist may be continued in any position or employment by an employer bound by this award during any time while there is no member of a union bound by this award who is available to perform the particular work required to be done and is ready and willing to undertake it.

(b) For the purposes of subclause (a) of this clause a person of the age of eighteen years or upwards, and every other person who for the time being is in receipt of not less than the minimum rate of wages prescribed by this award for workers of the age of twenty-one years and upwards, shall be deemed to be an adult.

(NOTE.—Attention is drawn to subsection (4) of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, which gives to workers the right to join the union.)

Scope of Award.

14. This award shall operate throughout the Westland Industrial District.

Term of Award.

15. This award, in so far as it relates to wages, shall be deemed to have come into force on the 4th day of October, 1941, and so far as all the other conditions of this award are concerned it shall come into force on the day of the date hereof; and this award shall continue in force until the 4th day of October, 1943.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the Court hath hereunto set his hand, this 28th day of October, 1941.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM.

This award embodies the terms of settlement arrived at by the assessors in Conciliation Council.

A. TYNDALL, Judge.

**AUCKLAND CITY COUNCIL DRIVERS—INDUSTRIAL
AGREEMENT.**

This industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, this 2nd day of October, 1941, embodies the terms of the settlement arrived at between the Body Corporate of the Mayor, Councillors, and Citizens of the City of Auckland (hereinafter referred to as "the employers"), of the one part, and the Auckland Road Transport and Motor and Horse Drivers and their Assistants' Industrial Union of Workers (hereinafter referred to as "the union"), of the other part, whereby it is mutually agreed by and between the said parties hereto as set out in the following schedule.

SCHEDULE.

Hours of Work.

1. (a) Unless otherwise specified, the working-time per week shall not exceed forty hours, to be worked on five days each week: Provided that any employee may work in addition four hours per week at ordinary rates of pay on stable-work or washing and attendance to motor-vehicles and travelling to and from job.

(b) Any work other than attendance to horses or motor-vehicles, except where otherwise provided, performed before 7 a.m. or after 5 p.m. shall be paid for at overtime rates as hereinafter specified, whether or not the weekly limit shall have been exceeded.

(c) One hour shall be allotted for dinner daily for all motor and horse drivers, but this time may be curtailed by mutual agreement between the union or its representatives and the Council or its representatives.

(d) Men required on work such as street-cleaning, scavenging, collection and disposal of refuse, carting clinker, motor sweeping-machine may work such hours without payment of overtime as are deemed necessary for essential services to be efficiently carried out, provided that they do not work more than eight hours in any one day or more than forty hours in any one week between the hours of 7 a.m. and 5 p.m. Monday to Friday inclusive and between 7 a.m. and 12 noon on Saturday.

(e) Stablemen employed under this agreement may work such hours without payment of overtime on any day of the week, provided that they do not work more than eight hours on any one day or more than forty hours in any one week.

(f) The Council shall provide a time-book in which each driver shall enter daily the total hours for which he is entitled to be paid, and stating the overtime (if any). The foreman shall, within twenty-four hours, have the time verified and the book initialled.

Wages.

	<i>£</i>	<i>s.</i>	<i>d.</i>
2. (a) For those driving and attending one horse	4	18	8
For those driving and attending two horses	5	8	4
For those driving and attending motor-vehicles with a combined weight of vehicle and a maximum load not exceeding 2 tons	5	3	0
For those driving and attending motor-vehicles with a combined weight of vehicle and a maximum load exceeding 2 tons but not exceeding 4 tons	5	5	6
For those driving and attending motor-vehicles with a combined weight of vehicle and a maximum load exceeding 4 tons but not exceeding 5½ tons	5	8	0
For those driving and attending motor-vehicles with a combined weight of vehicle and a maximum load exceeding 5½ tons but not exceeding 10 tons	5	12	0
For those driving and attending motor-vehicles with a combined weight of vehicle and a maximum load exceeding 10 tons	5	15	0
Drivers of motor mowing-machines	5	5	6
Drivers of motor-rollers under 2 tons	5	5	6
Drivers of motor-rollers over 2 tons according to the above weight scale.			
Drivers of Karrier motor-sweeper	5	8	0
Drivers of tractors, grader, and road-rollers (other than steam-rollers) used in conjunction with machines or implements while engaged in road making or general construction or formation work	5	15	0
Drivers of tractors (not otherwise specified) used in conjunction with trailers	5	8	0
Stablemen at city stables	5	1	3

(b) No driver under the age of twenty-one years shall be employed.

(c) Drivers in charge of outside stables who attend to horses shall be paid in addition to their ordinary weekly wages, at the following rates: For attendance on one or two horses, 15s. per week, with an additional 2s. per week for each additional horse.

(d) Drivers engaged in carting clinker, refuse collection, and carting tarred topping from Mount Eden Quarry shall be paid $\frac{1}{4}$ d. per hour in addition to their ordinary wages as provided in clause 2 (a) hereof.

(e) The employer may make a rateable deduction from the weekly wages prescribed for any time lost by the worker through sickness, accident, or default.

(f) The ordinary hourly rate of wages shall be computed by dividing the weekly wage by the number of hours constituting the ordinary week's work.

Increase in Rates of Remuneration.

3. All rates of remuneration, including overtime and other special payments provided for in this agreement, shall be subject to the provisions of the general order dated 9th August, 1940, under the Rates of Wages Emergency Regulations 1940, increasing rates of remuneration by an amount equal to 5 per cent. thereof.

Holidays.

4. (a) The recognized holidays shall be New Year's Day, 2nd January, the working-days between Christmas Day and the 2nd January, Anniversary Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Sovereign's Birthday, Christmas Day, and Boxing Day, and no deductions from wages shall be made in respect of such holidays: Provided that casual hands shall not be entitled to any pay for any of such holidays until after one month's service. Should any of the above holidays, except Anzac Day, fall on a Sunday, the following day shall be observed. And provided further that the employees entitled to the working-days between Christmas Day and the 2nd January shall take these holidays only if such can be arranged by the head of the department concerned, but if the employee is required to work on these three days he shall be entitled to five consecutive working-days at a later date to be arranged by the head of the department concerned.

(b) Employees entitled to the above-mentioned holidays and required to work on any of the above-mentioned holidays shall be entitled to receive payment at time and a half in addition to the holiday pay, but this shall not apply to those employees engaged on essential services, nor to employees for work done on the working-days between Christmas Day and the 2nd January when such employees are entitled to receive their holidays at a later date.

(c) Casual hands required to work on Christmas Day and Good Friday shall be paid at the rate of double time, and on the remaining holidays above mentioned they shall be paid at the rate of time and a half, such payment to be made for the actual time worked only.

Overtime.

5. (a) Except where otherwise provided, all time worked beyond eight hours in any one day shall be considered overtime and shall be paid at the following rates: Time and a half for the first four hours, and thereafter double time.

(b) For work done on Sundays, Christmas Day, Good Friday, and Anzac Day shall be paid at the rate of double time.

Casual Drivers.

6. (a) Casual drivers may be employed, but their rates of wages shall be 1½d. per hour additional upon the rates prescribed in clause 2, and for overtime the rates shall be computed in terms of clause 4: Provided that this clause shall not apply to regular employees temporarily engaged in driving; and provided further that if the rate of wages for drivers is higher than that for such other employment, they shall be paid the difference between their ordinary employment and their rate of pay as drivers, calculated on an hourly basis.

(b) A worker shall be deemed to be a casual driver who is not employed continuously for one week.

Payment of Wages.

7. Wages shall be paid in full, weekly, in cash, and during working-hours, except in cases approved of.

Travelling-time.

8. (a) In the event of a driver being required to park or garage his vehicle or implement at a place other than the particular yard or depot to which he is attached, at a

greater distance than two miles from the employer's depot, or the corner of Symonds Street and Khyber Pass Road, or the corner of Karangahape Road and Ponsonby Road, or any other point which may be mutually agreed upon, the employer may do one of the following things:—

- (i) Provide means of transport to and from such vehicle or implement once in each day.
- (ii) Pay tram, train, or bus fares beyond the above-mentioned two miles distance; and, in addition, that where the vehicle or implement is situated more than half a mile from the tram, train, or bus route by the nearest means of access for pedestrians, the employer shall pay walking-time at ordinary rates of pay for the time occupied in walking beyond such half-mile calculated at the rate of three miles per hour.

(b) The driver shall be at the place where the work is to be performed at the time for commencement of work.

(c) Any driver who is substantially employed in any one locality or any driver residing less than two miles from the place where the work is to be performed shall not be entitled to the allowances mentioned in this clause.

(d) Should any driver be engaged at one depot and then transferred to another (other than the Victoria Street Depot), the allowances mentioned in this clause shall be paid until he has been at the new depot for four weeks.

Term of Engagement.

9. In the case of workers other than casual hands, a week's notice of dismissal or resignation shall be given by the employer or the worker; but this shall not prevent any employer from dismissing any worker for any good cause. This shall not prevent the employment of a driver in any one week at other than his usual work without terminating his engagement as a driver.

Definition of a Driver.

10. This agreement shall apply to every employee of the age of twenty-one years and upwards whose principal duty consists of driving a horse or motor-vehicle and who is so occupied for 50 per cent. or more of his time in any one week, but shall not apply to Inspectors, foremen, gangers, and chauffeurs.

Drivers' Duties.

11. It shall be part of the ordinary duty of a driver to assist in loading and unloading the employers' vehicle.

The Council may employ a worker who is substantially engaged as a driver at work outside his ordinary duties for the purpose of filling in time, but in such case he shall be paid not less than the award or ruling rate at such work: Provided that he shall not be paid less than the drivers' rate of pay.

The provisions of this clause are subject to the terms of clause 9 above.

Workers to be Members of the Union.

12. (a) It shall not be lawful for the Council to employ on any work to which this agreement relates any adult person who is not for the time being a member of an industrial union of workers bound by this agreement or who is not for the time being a member of a trade union which was registered as such before 1st day of May, 1936, and which is bound by this agreement: Provided, however, that any non-unionist may be continued in any position or employment by the employer bound by this agreement during any time while there is no member of a union bound by this agreement who is available to perform the particular work required to be done and is ready and willing to undertake it.

(b) For the purpose of subclause (a) of this clause a person of the age of eighteen years or upward, and every other person who for the time being is in receipt of not less than the minimum rate of wages prescribed by this agreement for workers of the age of twenty-one years and upwards, shall be deemed to be an adult.

(NOTE.—Attention is drawn to subsection (4) of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, which gives to the workers the right to join the union.)

Disputes Committee.

13. The essence of this agreement being that the work of the Council shall at all times proceed in the customary manner and shall not on any account whatsoever be impeded, it is provided that if any dispute or difference shall arise between the parties bound by this agreement, whether as to its construction or meaning, or as to any other matter what-

ever arising out of or connected therewith, every such dispute or difference shall be referred to a committee to be composed of three representatives of the union and three representatives of the employer for their decision. Either party to the dispute shall have the right to appeal to the Court of Arbitration against any decision of any such committee upon giving to the other side written notice of such appeal within fourteen days after the decision of such committee shall have been communicated to the party desirous of making the appeal.

Scope of Agreement.

14. The operation of this agreement shall cover all employees of the Council coming within its scope.

Term of Agreement.

15. This agreement shall come into force on the 6th day of August, 1941, and shall continue in force until the 31st day of July, 1943.

In witness whereof the common seal of the Body Corporate of the Mayor, Councillors, and Citizens of the City of Auckland, as employer, was hereunto affixed in the presence of—

[L.S.]

J. ALLEN, Mayor,
A. S. BAILEY, Councillor,
J. M. BUTTLE, Councillor,
JAS. TYLER, City Engineer,
JAMES MELLING, Town Clerk,

pursuant to a resolution passed by the Auckland City Council at a meeting held on the 2nd day of October, 1941.

In witness whereof the common seal of the Auckland Road Transport and Motor and Horse Drivers and their Assistants' Industrial Union of Workers was hereunto affixed in the presence of—

[L.S.]

M. G. OSBORN.
H. E. KELLY.
L. G. MATTHEWS.

TARANAKI, WELLINGTON, CANTERBURY, AND OTAGO AND SOUTHLAND TINSMITHS, COPPERSMITHS, AND SHEET-METAL WORKERS.—INTERPRETATION.

In the Court of Arbitration of New Zealand, Wellington Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments;

and in the matter of an application by the Inspector of Awards at Wellington for interpretation of the Taranaki, Wellington, Canterbury, and Otago and Southland Tinsmiths, Coppersmiths, and Sheet-metal Workers' award, dated the 3rd day of May, 1940, and recorded in Book of Awards, Vol. XL, p. 458.

Wages, Rate of—Female Worker—No Special Rate provided for Females—Award, Application of—Tinsmiths, Coppersmiths, and Sheet-metal Workers.

Clause 4 of the award was headed "Wages of Adults" and subclauses (a) and (b) made specific references to men, while in subclauses (c), (d), and (g) the term "workers" was used. Subclause (g) provided "All other adult workers shall be paid a minimum wage of 2s. 4½d. per hour." There was no specific reference to females as distinct from males, but the employment of females under the award was not prohibited. An adult female was employed at work covered by the award. *Held*, That the female worker was entitled to be paid at least the minimum wage prescribed in clause 4 (g).

In re Interpretation of Wellington District Bacon-factories' Employees' award (17 Book of Awards 872) followed.

WHEREAS by the Taranaki, Wellington, Canterbury, and Otago and Southland Tinsmiths, Coppersmiths, and Sheet-metal Workers' award, dated the 3rd day of May, 1940, and published in Book of Awards, Vol. XL, p. 458, it was directed, *inter alia*, in clause 1—

The work covered by this award shall include the working by hand or by machine of all sheet metal not heavier than No. 8 Birmingham wire gauge, the working of brass and copper tubes for dairy factories, and shall include the welding, spinning, and soldering of any of the metals that are worked by sheet-metal workers, and art metal-work on sheet metal not heavier than No. 8 Birmingham wire gauge.

and clause 4 (g)—

All other adult workers shall be paid a minimum wage of 2s. 4½d. per hour.

And whereas a question has arisen as to the interpretation of the said award to the following purport:—

A Mrs. Tasker is employed by Turnbull and Jones, Ltd., at their factory at Lower Hutt operating a guillotine on which metal of 26 gauge is cut for use in the manufacture of electric transformer cores. Is Mrs. Tasker a worker covered by the provisions of the Taranaki, Wellington, Canterbury, and Otago and Southland Tinsmiths, Coppersmiths, and Sheet-metal Workers' award, and, if so, at what rate of wages should she be paid?

And whereas the Inspector of Awards has made application to the Court of Arbitration for interpretation of the said award.

OPINION OF THE COURT, DELIVERED BY TYNDALL, J.

The parties are in agreement as to the following:—

- (1) Mrs. Tasker is over the age of twenty-one years, and is actually engaged in operating a guillotine.
- (2) The work being performed by her is covered by the award.
- (3) The employment of females under the award is not prohibited.

There is no specific reference in the award to wages for females as distinct from males, and Mr. Mountjoy, for the employer, contends, therefore, that Mrs. Tasker is a worker not provided for by the award.

Clause 4 is headed "Wages of Adults." Subclauses (a) and (b) of the clause make specific references to men, while in subclauses (c) and (d) and (g) the term "workers" is used. Subclause (g) reads:—

All other adult workers shall be paid a minimum wage of 2s. 4½d. per hour.

Mrs. Tasker is an adult worker, and it is agreed that the work being performed by her is covered by the award. We are of the opinion, therefore, that she must be paid at least the minimum wage prescribed in subclause (g) of clause 4 of the award.

In arriving at this decision we have taken a similar view to that adopted by the Court in an interpretation of the Wellington District Bacon-factories' Employees' award (Book of Awards, Vol. XVII, p. 872).

Dated this 23rd day of October, 1941.

[L.S.]

A. TYNDALL, Judge.

**NORTHERN INDUSTRIAL DISTRICT ROOF TILERS AND
SLATERS.—AWARD.**

In the Court of Arbitration of New Zealand.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments; and in the matter of an industrial dispute between the Auckland Roof Tilers and Slaters' Industrial Union of Workers (hereinafter called "the

union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

Briscoe and Co., Ltd., Customs Street, Auckland.

Clarke, H. C., Ltd., Broadway, Newmarket.

Cowperthwaite Ltd., 852 Three Kings Road, Mount Roskill.

Craig, J. J., Ltd., St. George's Bay Road, Parnell.

McDermott, J., 57 Mountain View Road, Morningside.

Penman and Jeffrey, 19 Crowhurst Street, Newmarket.

Winstone Ltd., Queen Street, Auckland.

Young, W. B., Ltd., Galloway Street, Hamilton.

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the above-mentioned dispute, and having heard the union by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, doth hereby order and award :—

That, as between the union and the members thereof and the employers and each and every of them, the terms, conditions, and provisions set out in the schedule hereto and of this award shall be binding upon the union and upon every member thereof and upon the employers and upon each and every of them, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this award; and, further, that the union and every member thereof and the employers and each and every of them shall respectively do, observe, and perform every matter and thing by this award and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this award or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same. And the Court doth hereby further award, order, and declare that any breach of the said terms, conditions, and provisions set out in the schedule hereto shall constitute a breach of this award, and that a penalty as by law provided shall be payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect as from the 27th day of October, 1941, and shall continue in force until the 27th day of October, 1943, and thereafter as provided by subsection (1) (d) of section 89 of the Industrial Conciliation and Arbitration Act, 1925.

In witness whereof the seal of the Court of Arbitration hath hereto been affixed, and the Judge of the Court hath hereunto set his hand, this 22nd day of October, 1941.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE.

Interpretation.

1. This award shall apply only to workers employed fixing roofing in tiles, slates, or corrugated asbestos.

Hours of Work.

2. (a) The ordinary hours of work shall not exceed eight per day, to be worked between the hours of 7.30 a.m. and 5 p.m. on five days of the week, Monday to Friday, both days inclusive.

(b) One hour shall be allowed for lunch on each day, but an employer may agree with his workers to allow not less than half an hour for lunch.

(c) Notwithstanding the foregoing, if in any calendar week a worker has lost time through wet weather he may work between 7.30 a.m. and 12 noon on Saturday of that week without payment of overtime, provided that the total time worked in that week, including the time worked on the Saturday, shall not exceed forty hours.

(d) No worker shall be required to work for more than five hours continuously without an interval for a meal.

Wages.

3. (a) The minimum rate of pay for journeymen shall be 2s. 9d. per hour.

(b) The worker who is made responsible for carrying out the work and who gives instructions to the other workers shall be paid 1s. per day in addition to the rate provided for journeymen.

(c) When a worker is employed stripping or relaying an old slate, asbestos, tiled, or iron roof which has been laid for over ten years, or such other work as may be agreed upon by the parties to be of a dirty nature, he shall be paid 3d. per hour in addition to the wage mentioned in subclause (a) hereof.

(d) All wages shall be paid weekly not later than Friday within fifteen minutes of the termination of the working-hours, either on the works or at the employer's workshop.

On all work coming within the scope of clause 12 (country work) of this award, the wages shall be paid at intervals mutually agreed upon between the employer and the workers concerned.

(e) In the event of pay-day being a holiday, wages shall be paid under the same conditions as set out in subclause (d) hereof on the working-day preceding the holiday.

(f) When a worker is discharged he shall be paid within fifteen minutes of ceasing work; and when a worker leaves a job he shall, on application, be paid within twenty-four hours of leaving.

(g) Workers who are not paid within fifteen minutes after knocking-off time shall be paid at ordinary rates for all waiting-time, counting from knock-off time.

Increase in Rates of Remuneration.

4. All rates of remuneration, including time and piece wages and overtime and other special payments provided for in this award, shall be subject to the provisions of the general order dated 9th August, 1940, under the Rates of Wages Emergency Regulations 1940, increasing rates of remuneration by an amount equal to 5 per cent. thereof.

Improvers.

5. (a) Labourers may be employed as improvers for a period of four years, but no employer shall employ more than one improver to every two or fraction of two journeymen employed by him: Provided, however, that this proportion may be exceeded in particular circumstances with the consent of the union.

(b) An improver is a worker employed under this clause, and shall be paid not less than the following rates:—

	Per Hour.	
	s.	d.
During the first year of service ..	2	5
During the second year of service ..	2	6
During the third year of service ..	2	7
During the fourth year of service ..	2	8

(c) The employer shall supply to the improver a certificate stating particulars of his employment under this clause, and the improver shall produce such certificate to any future employer for the purpose of ascertaining his wage rate.

(d) The employer shall notify the union of the engagement and dismissal of any improvers forthwith.

Overtime.

6. All time worked in excess of or outside the hours prescribed in clause 2 hereof shall be counted as overtime, and shall be paid for at the rate of time and a half for the first four hours and double time thereafter.

Holidays.

7. (a) The following days shall be observed as holidays and shall be paid for at ordinary rates, notwithstanding that no work is done: New Year's Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Christmas Day, Boxing Day, the birthday of the reigning Sovereign, and Anniversary Day.

(b) If work is done on any of the holidays mentioned in subclause (a) of this clause, such work shall be paid for at the rate of ordinary time in addition to the payment provided for in subclause (a).

(c) All employers shall allow as paid holidays to all workers who have completed twelve months' service the working-days between Boxing Day and New Year's Day or the equivalent number of working-days at some other time to be mutually agreed upon: Provided that a worker who has completed less than twelve months' service but more than three months' service shall be allowed a proportionate part of such holiday. A worker who leaves his employment or is discharged after the completion of three months' but before the completion of twelve months' service shall be entitled to the proportionate payment in lieu of such holidays.

Meal-money.

8. Employers shall allow meal-money at the rate of 1s. 6d. per meal when workers are required to work after 1 p.m. on Saturdays or after 6 p.m. during the first five working-days of the week, provided that such workers cannot reasonably get home for their meals.

Termination of Employment.

9. One hour's notice of the termination of the employment shall be given by the the employer or the worker, as the case may be.

Piecework.

10. Piecework is hereby prohibited.

Suburban Work.

11. (a) Where work is done by a worker elsewhere than at the yard of his employer and at a place more than two miles by the most convenient route from the employer's yard or Symonds Street, such worker shall be paid at ordinary rates for all time reasonably occupied by him in travelling beyond the starting-point agreed upon, which shall be the employer's yard or Symonds Street.

(b) Any worker being conveyed in his employer's conveyance from starting-point ten minutes before starting-time and returning to starting-point not later than ten minutes after knock-off time shall not be entitled to travelling-time. Any time in excess of this shall be deemed overtime and shall be paid for at travelling-rates.

(c) All fares reasonably incurred by a worker in travelling between the point agreed upon and the job shall be paid by the employer.

(d) No worker residing less than one mile from the place where the work is to be performed shall be entitled to the travelling-time or fares mentioned in this clause.

(e) Where men are conveyed to and from the job by the employer he shall provide a suitable conveyance with seating accommodation and adequate shelter from the weather.

Country Work.

12. (a) "Country work" shall mean work performed at a distance which necessitates a worker sleeping away from his usual place of abode.

(b) Workers required to proceed to country work shall be conveyed to and from the place of such work at the expense of their employer as often as they are required by the employer to proceed to and return from such work.

(c) Subject to subclause (d) hereof, time occupied in travelling shall be paid for at the ordinary rates; but no worker shall be paid more than an ordinary day's wages for any day occupied in travelling, although the hours occupied may exceed eight, unless he is on the same day occupied in working for his employer: Provided that any worker who is called upon to travel more than four hours on Saturday in journeying to a job shall be paid for eight hours, and in returning from a job on Saturday shall be paid for the time actually travelling, with a maximum of eight hours.

(d) Any worker who is called upon to travel to a country job on a Sunday shall receive payment for travelling-time at double time rates.

(e) Any worker employed on country work shall be provided with suitable board and lodging free of charge by his employer.

(f) Notwithstanding anything contained herein, an employer may agree with any worker that in respect of any specified country work the hours of work shall be other than those hereinbefore prescribed: Provided, however, that all time worked outside or in excess of such prescribed hours shall be considered overtime and shall be paid for at the rate of 1d. per hour in addition to the ordinary rates.

(g) It shall not be competent for an employer to dismiss a worker in a town of his employment and offer him work at some other town without making payment of country allowance.

First Aid.

13. Employers shall provide suitable first-aid appliances on all country jobs and on the larger jobs in towns and cities, also in the travelling foreman's car or conveyance.

Right of Entry upon Premises.

14. The secretary or other authorized officer of the union of workers shall, with the consent of the employer (which consent shall not be unreasonably withheld), be entitled to enter at all reasonable times upon the premises or works and there interview any workers, but not so as to interfere unreasonably with the employer's business.

Disputes.

15. The essence of this award being that the work of the employers shall not on any account whatsoever be impeded but shall always proceed as if no dispute has arisen, it is provided that if any dispute or difference shall arise between the parties bound by this award, or any of them, as to any matter whatsoever arising out of or connected therewith and not dealt with in this award, every such dispute or difference shall be referred to a committee to be composed of two representatives of each side, together with an independent chairman to be mutually agreed upon or, in default of agreement, to be appointed by the Conciliation Commissioner for the district: Either side shall have the right to appeal to the Court against

a decision of any such committee upon giving to the other side written notice of such appeal within fourteen days after such decision has been made known to the party desirous of appealing.

Workers to be Members of Union.

16. (a) It shall not be lawful for any employer bound by this award to employ or to continue to employ in any position or employment subject to this award any adult person who is not for the time being a member of an industrial union of workers bound by this award or who is not for the time being a member of a trade-union which was registered as such before the 1st day of May, 1936, and which is bound by this award: Provided, however, that any non-unionist may be continued in any position or employment by an employer bound by this award during any time while there is no member of a union bound by this award who is available to perform the particular work required to be done and is ready and willing to undertake it.

(b) For the purposes of subclause (a) of this clause a person of the age of eighteen years or upwards, and every other person who for the time being is in receipt of not less than the minimum rate of wages prescribed by this award for workers of the age of twenty-one and upwards, shall be deemed to be an adult.

(NOTE.—Attention is drawn to subsection (4) of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, which gives to workers the right to join the union.)

Under-rate Workers.

17. (a) Any worker who considers himself incapable of earning the minimum wage fixed by this award may be paid such lower wage as may from time to time be fixed, on the application of the worker after due notice to the union, by the local Inspector of Awards or such other person as the Court may from time to time appoint for that purpose; and such Inspector or other person in so fixing such wage shall have regard to the worker's capability, his past earnings, and such other circumstances as such Inspector or other person shall think fit to consider after hearing such evidence and argument as the union and such worker shall offer.

(b) Such permit shall be for such period, not exceeding six months, as such Inspector or other person shall determine, and after the expiration of such period shall continue in force until fourteen days' notice shall have been given to such worker by the secretary of the union requiring him to have his wage again fixed in manner prescribed by this clause:

Provided that in the case of any person whose wage is so fixed by reason of old age or permanent disability it may be fixed for such longer period as such Inspector or other person shall think fit.

(c) Notwithstanding the foregoing, it shall be competent for a worker to agree in writing with the president or secretary of the union upon such wage without having the same so fixed.

(d) It shall be the duty of the union to give notice to the Inspector of Awards of every agreement made with a worker pursuant hereto.

(e) It shall be the duty of an employer, before employing a worker at such lower wage, to examine the permit or agreement by which such wage is fixed.

Application of Award.

18. This award shall apply to the original parties named herein, and shall extend to and bind as subsequent party hereto every trade-union, industrial union, industrial association, or employer who, not being an original party hereto, is, when this award comes into force or at any time whilst this award is in force, connected with or engaged in the industry to which this award applies within the industrial district to which this award relates.

Scope of Award.

19. This award shall operate throughout the Northern Industrial District.

Term of Award.

20. This award shall come into force on the 27th day of October, 1941, and shall continue in force until the 27th day of October, 1943.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the Court hath hereunto set his hand, this 22nd day of October, 1941.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM.

The matters settled by the Court related to hours of work, wages, definitions, wages for improvers, overtime, holidays, meal-money, suburban work (subclause (b)), country work (the worker's claim to be allowed to return home once every three weeks with fares and expenses paid), and term of award.

A. TYNDALL, Judge.

NEW ZEALAND MOTOR AND HORSE DRIVERS.—ENFORCEMENT.

In the Court of Arbitration of New Zealand, Northern Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments; and in the matter of the New Zealand Motor and Horse Drivers' award, dated the 31st day of May, 1940, and recorded in Book of Awards, Vol. XL, p. 641; and in the matter of an action between Gordon Brown, an Inspector of Awards, Auckland, plaintiff, and Wright, Stephenson, and Co., Ltd., a company duly incorporated under the Companies Act, 1933, and carrying on the business of produce merchants, the registered office of which is situated at Customhouse Quay, Wellington, defendant.

Wages, Rate of—Hours—Drivers in Establishment where Forty-four-hour Week in Operation classified as "Forty-four Hour per Week" Workers though employed for Forty and Forty-four Hours in Alternate Weeks.

The Drivers' award specified a working-week of forty hours, provided that in the case of drivers employed in any industry or establishment where a lesser number of hours per week was in operation the weekly hours of work per week should be such lesser number of hours, and also specified different rates of weekly wages for forty-hour-week workers and forty-four-hour-week workers. The defendant company's produce-store, which was kept open on Saturday mornings with a reduced staff, employed two drivers each of whom was on duty on alternate Saturdays and was paid the award rate for a forty-hour week or for a forty-four-hour week alternately. *Held*, That the drivers were not employed in an industry or by an establishment where a lesser number of hours per week was in operation, and consequently must be classified as "forty-four hours per week" workers and were entitled to the weekly rate specified for such workers.

STATEMENT OF CLAIM.

THE plaintiff claims to recover from the defendant the sum of £10 as a penalty for a breach of the New Zealand Motor and Horse Drivers' award, dated the 31st day of May, 1940, and recorded in Book of Awards, Vol. XL, p. 641.

The following are particulars of the said breach:—

That the defendant did, during the period from the 5th day of July, 1941, to the 11th day of July, 1941, both dates inclusive, employ J. Hogarth at work coming within the scope of the said award and did fail to pay the said worker the minimum weekly rate of wages prescribed by clause 3, subclause (a), of Part I of the said award.

JUDGMENT OF THE COURT, DELIVERED BY TYNDALL, J.

The defendant company operates a produce-store at Parnell, Auckland. The workers employed in the store come within the scope of the New Zealand (except Canterbury and Westland) Wool, Grain, Hide, and Manure Stores' Employees' award (Book of Awards, Vol. XLI, p. 357).

Clauses 1 (a) and 1 (b) of the said award read as follows:—

1. (a) Except as hereinafter provided, the ordinary hours of work shall not exceed forty hours per week or eight hours per day, and shall be worked on five days of the week, Monday to Friday, both days inclusive, between the hours of 7.30 a.m. and 5 p.m.

(b) Notwithstanding the foregoing, any worker may be employed for four hours on Saturday between the hours of 7.30 a.m. and noon at ordinary rates of pay, provided not less than four hours shall be paid for. A weekly worker so employed shall be paid, in addition to the weekly wage, ordinary time rates assessed on an hourly basis.

The store is kept open on Saturday mornings with a reduced staff employed under the conditions set out in clause 1 (b) above.

In conjunction with the store the company normally operates two motor-trucks each with a driver. On Saturday mornings, however, one driver only is employed at a time, each of the two drivers being on duty on alternate Saturdays.

The worker, J. Hogarth, mentioned in the statement of claim is one of the said drivers. During the period from Saturday, 5th July, 1941, to Friday 11th July, 1941, both days inclusive, Hogarth worked forty hours and was paid the sum of £5 6s. 1d., being the minimum rate of wage of £5 1s. per week specified in paragraph (iv) of clause 3 (a) (1) of Part I of the New Zealand Motor and Horse Drivers' award (Book of Awards, Vol. XL, p. 641) for drivers of motor-vehicles with a combined weight of vehicle and maximum load of over 4 tons and up to 5½ tons, plus 5 per cent. under the general order of the Court of Arbitration dated the 9th August, 1940.

For the week ending Saturday, 19th July, 1941, Hogarth worked forty-four hours and was paid £5 11s. 4d., being the rate of £5 6s. 1d. above mentioned for forty hours, plus 5 per cent. in accordance with the provisions of clause 3 (a) (2) of Part I of the New Zealand Motor and Horse Drivers' award (hereinafter referred to as the Drivers' award).

The plaintiff submits that for the week mentioned in the statement of claim the worker should have been paid at the rate of £5 11s. 4d. He contends that the worker's weekly hours are forty-four and that he must be paid on the basis

of a forty-four-hour week whether in alternate weeks the employer chooses to work him a lesser number of hours or not. He draws particular attention to the use of the term "weekly rates of wages" in clause 3 (a) (2) of Part I of the Drivers' award, and also points out that clause 6 of Part III of the same award restricts the deduction which an employer may make from the weekly wages of workers.

Mr. Anderson, for the defendant, submits that the company is not bound by the award, for the reason that the scope of the award is limited to the classes of employers cited in each industrial district, and claims that no wool- and grain-store proprietor is cited in the Northern Industrial District. He contends, further, that even if the defendant company is bound by the award, the worker was correctly paid as, firstly, his week's work did not exceed forty-four in compliance with clause 2 (a) of the Drivers' award, and secondly, he had worked only forty hours in the particular week mentioned in the clause and had been paid the weekly rate specified in clause 3 (a) (1) for workers who work forty hours per week.

The clauses in the Drivers' award principally relevant to this case are clauses 2 (a), 3 (a), and 6 of Part I, and clauses 6 and 21 of Part III. They read as follows:—

PART I.

2. (a) Except where otherwise provided a week's work shall not exceed forty-four hours (exclusive of the time required for necessary attendance to horses or motor-vehicles) which shall be paid for as provided in clause 3 hereof: Provided that in the case of drivers employed in industries or by establishments where any lesser number of hours per week is in operation by order of the Court or by operation of the Legislature, the weekly hours of work for these drivers shall be such lesser number of hours, but with the right to work on Saturdays where necessary so long as such number of hours is not exceeded.

3. (a) (1) The minimum rates of wages for workers coming within the scope of this Part of this award and who work forty hours per week shall be as follows:—

	Per Week.		
	s	d	0
(i) For those driving and attending one horse ..	4	13	0
(ii) For those driving and attending two horses ..	4	16	0
(iii) For those driving and attending more than two horses, an extra rate of 6d. per day or 2s. 6d. a week shall be paid for each horse above two.			
(iv) Drivers of any class of motor-vehicle with a combined weight of vehicle and maximum load not exceeding the weights set out in the following schedule shall be paid not less than the following rates—			
Up to 2 tons (including motor-cycles and tri-cars)	4	16	0
Over 2 tons and up to 4 tons	4	18	6

			Per Week.
			s. d.
Over 4 tons and up to 5½ tons .. ..	..	..	5 1 0
Over 5½ tons and up to 10 tons .. ..	..	..	5 5 0
Over 10 tons .. ..	..	..	5 8 0
(v) For those driving and attending to tractors not otherwise specified used in conjunction with trailers .. ..	..	..	5 0 0
(vi) For those driving or operating small motor-rollers .. ..	..	..	4 16 0
(vii) For those driving or operating tractors, scarifiers, road-rollers, graders, mechanical shovels, excavators, or any other motor-driven implement (other than steam) used on construction, maintenance, formation, or any other work .. ..	..	..	Per Hour. s. d. 2 8

(2) In the case of workers who work in excess of forty hours per week and up to forty-four hours per week, the weekly rates of wages shall be the rates prescribed in paragraphs (i) to (vi) inclusive of this subclause for a week of forty hours increased in accordance with the following schedule of percentages:—

			Per Cent.
Forty-one hours per week .. ..	..	..	1½
Forty-two hours per week .. ..	..	..	2½
Forty-three hours per week .. ..	..	..	3½
Forty-four hours per week .. ..	..	..	5

6. All time worked in excess of the daily or weekly hours prescribed in clause 2 hereof or in excess of the hours mentioned in subclause (e) of clause 3 hereof shall be deemed to be overtime and shall be paid for at the rate of time and a half on the award rate: Provided that all time worked between the hours of midnight and 6 a.m. shall be paid for at the rate of double time on the award rate. Overtime shall be computed on the basis of a forty-four-hour week.

PART III.

6. Employers shall be entitled to make a rateable deduction from the weekly wages provided for herein for time lost by the worker's own default or through sickness or accident. For the purpose of computing payments for broken time, the weekly rates herein specified shall be divided by the weekly hours specified in each case.

21. This award shall apply to the original parties named herein and shall extend to and bind as subsequent party hereto every trade-union, industrial union, industrial association, or employer who, not being an original party hereto, is, when this award comes into force or at any time whilst this award is in force, connected with or engaged in the industry to which this award applies within the industrial districts to which this award relates.

With regard to Mr. Anderson's first defence, we are of the opinion that the defendant company is bound by the Drivers' award as a subsequent party. We consider that before and since the award was made the firm was and is engaged in the industry to which the award applies. Clause 1 (a) of the award, which is headed "Industry to which award applies," reads:—

This award shall apply to all drivers of horse-drawn and self-propelled vehicles and/or implements, not covered by another award, and to workers employed to assist such drivers.

It has not been shown that the drivers employed by the defendant company have at any time been covered by another award. We consider the firm must be deemed to have been a respondent in the dispute which preceded the making of the award by virtue of section 5 (1) of the Industrial Conciliation and Arbitration Amendment Act (No. 2), 1937, and section 6 of the Industrial Conciliation and Arbitration Amendment Act (No. 2), 1939 (certain industrial unions of employers having been named as respondents in the original application under section 58 of the principal Act), and that therefore the company is bound as a subsequent party by section 89 (3) of the principal Act in its amended form.

The hours of the workers in question are prescribed by clause 2 (a) of Part I of the award, and their wages by clause 3 of the same Part. The wages clause, in our opinion, is designed amongst other things to cover the different sets of workers who work varying weekly periods of hours pursuant to the provisions of clause 2. In other words, to determine the classification of a worker in so far as the weekly hours of work are concerned we must look to the provisions of clause 2. For an example not associated directly with the present case, see the first sentence of clause 2 (g) of Part I.

As already mentioned, the hours of the drivers employed by the defendant company are to be found in clause 2 (a) of Part I. The next point for consideration is whether these workers come within the scope of the proviso to the clause. It has already been decided by the Court of Arbitration (see Book of Awards, Vol. XXXIX, p. 1592) that the working-week prescribed by the previous New Zealand Motor and Horse Drivers' award (Book of Awards, Vol. XXXVIII, p. 2291) is identical with that prescribed by the Northern, Taranaki, Wellington, Marlborough, Nelson, and Otago and Southland Wool, Grain, Hide, and Manure Stores' Employees' award made in 1938 (Book of Awards, Vol. XXXVIII, p. 308). The relevant clauses in the current Drivers' award and the current New Zealand (except Canterbury and Westland) Wool, Grain, Hide, and Manure Stores' Employees' award are similar in all material respects to the clauses considered by this Court in 1939. Consequently, it must be held that the drivers in the present case are not employed in an industry or by an establishment where any lesser number of hours per week than forty-four is in operation by order of the Court or by operation of the Legislature, and therefore do not come within the scope of the proviso to clause 2 (a) of Part I.

Hence they must come within that portion of clause 2 (a) which prescribes that a week's work shall not exceed forty-four hours; or, in other words, they must be regarded as workers whom the employer has the right to work up to forty-four hours per week without the payment of overtime. We are consequently of the opinion that for the purposes of the wage clause these workers must be classified as "forty-four hours per week" workers.

We find that a breach of the award has been proved, but as we were assured by the Inspector of Awards that the action had been proceeded with purely with the object of obtaining an interpretation, no penalty is imposed.

Mr. Prime does not agree, and his dissenting opinion follows.

Dated this 29th day of October, 1941.

[L.S.]

A. TYNDALL, Judge

DISSENTING OPINION OF MR. PRIME.

The hours of work in the Drivers' award are not stated as forty-four per week, no more and no less. The award says they "shall *not exceed* forty-four per week." The wages clause then fixes wages for "drivers who work forty hours per week," and later fixes additional payments for those who work other hours up to forty-four per week. I see nothing in these provisions to prevent a driver being employed for forty hours a week at the wage for that number of hours, even where the hours generally worked by the establishment exceed forty hours. Neither is there anything to prevent the same man being employed for forty-four hours at the wage for that number where the hours of the establishment allow. The employment being a weekly one, the engagement could surely be altered from week to week.

SOUTHLAND PROVINCIAL DISTRICT PRINTING TRADE.—
APPRENTICESHIP ORDER.

In the Court of Arbitration of New Zealand, Otago and Southland Industrial District.—In the matter of the Apprentices Act, 1923, and its amendments; and in the matter of the conditions of apprenticeship in the Printing Trade within the Southland Provincial District.

Thursday, the 30th day of October, 1941.

WHEREAS pursuant to section 4 (1) of the Apprentices Act, 1923, an Apprenticeship Committee has been set up for that portion of the Southland Provincial District lying within a

radius of twenty miles from the Chief Post-office in the City of Invercargill in connection with the printing trade: And whereas the Court has heard the employers, workers, and other persons concerned, and has considered the recommendations made to it by the said Committee: And whereas the Court has deemed it expedient to make an order under section 5 of the said Act prescribing the wages, hours, and other conditions of employment to be incorporated in contracts of apprenticeship in the said trade in the Southland Provincial District, and prescribing such other matters and things as the Court is required and authorized by the said section to prescribe: Now, therefore, the Court doth hereby order and prescribe as follows:—

1. The locality in which this order shall have effect is the Provincial District of Southland.

2. The branches of the trade or industry to which this order shall apply are hand typographical, machine typographical, printers' machinists, lithographers, bookbinders, paper-rulers, and allied printing trades; and the provisions of this order shall apply to all employers of apprentices in the trade in the district (whether bound by an award or industrial agreement relating to the said trade or not), and to all apprentices employed by such employers in such trade, and to all contracts of apprenticeship between such employers and apprentices.

3. Every employer shall, within three days after engaging any person as an apprentice, give notice of such engagement to the District Registrar of Apprentices for the locality concerned.

4. Every contract of apprenticeship and every alteration or amendment thereof shall be in writing, signed by the employer and the apprentice, and, if the apprentice is under the age of twenty-one years, by the parent or guardian (if any) of the apprentice, and shall be registered in the manner prescribed by the Apprentices Act, 1923, and its amendments.

5. The minimum age at which a person may commence to serve as an apprentice shall be fourteen years.

6. The proportion of the total number of apprentices to the total number of journeymen employed by any employer shall be as follows: One apprentice shall be allowed for every three or fraction of three journeymen regularly employed; but in offices with twelve or more typesetting machines where the apprentices are taken from the hand section to supply apprentices for the typesetting machines the proportion shall be one for every two journeymen

regularly employed in the hand section. "Regularly employed" means at least six months' continuous employment. For the purpose of computing the number of journeymen employed, bulk and stone hands employed on newspapers shall be included in the hand section. One additional apprentice shall be allowed for the office in either the hand typographical or machine typographical branch, and one additional apprentice in any one of the remaining branches of the trade, provided a journeyman is employed in that branch or the employer himself works at the trade in that branch.

7. Each machine typographical apprentice shall be employed for the first six months of his apprenticeship and for a total period of three years at compositor's work before he has completed five years of his apprenticeship, and the employer who has not fulfilled this condition at the end of the period mentioned shall be liable to such penalty as the Court may prescribe. The employer shall keep a time-book in which he shall have entered regularly the time spent respectively on machine and at compositor's work by such apprentice, and such book shall be open for inspection during office hours by any member of the Apprenticeship Committee. If the apprentice is trained in hand compositor's work in the jobbing-room in a manner similar to that in which an apprentice in the hand section is trained, the term of three years shall be reduced to two years. An apprentice who has been apprenticed to either the hand typographical or machine typographical branch may, with the approval of the Apprenticeship Committee, be transferred to and complete his apprenticeship in the other branch.

8. The powers and discretions provided for in section 13 of the Apprentices Act, 1923, may be exercised by the District Registrar and the Apprenticeship Committee, notwithstanding that the employer to whom it is proposed to transfer an apprentice is already employing the full quota of apprentices as determined by the apprenticeship order.

9. The period of apprenticeship shall be six years in each branch of the trade; but three months' probation shall be allowed the first employer of any apprentice to determine his fitness, such three months to be included in the period of apprenticeship.

10. (a) The proportion of apprentices to journeymen employed by any employer shall, for the purpose of determining whether such employer is entitled to enter into a contract of apprenticeship with an apprentice, be based

upon the number of journeymen who at the date of the making of the contract of apprenticeship had been employed by that employer for not less than two-thirds full time for a period of six months preceding that date.

(b) For the purpose of this order an employer who himself works at the trade shall be entitled to count himself as a journeyman.

11. The minimum rates of wages payable to apprentices shall be—

				Per Week.		
				£	s.	d.
First six months	..	..	..	1	0	0
Second six months	..	..	..	1	4	0
Third six months	..	..	..	1	8	0
Fourth six months	..	..	..	1	12	0
Fifth six months	..	..	..	1	16	0
Sixth six months	..	..	..	2	0	0
Seventh six months	..	..	..	2	0	0
Eighth six months	..	..	..	2	0	0
Ninth six months	..	..	..	2	5	0
Tenth six months	..	..	..	2	10	0
Eleventh six months	..	..	..	2	15	0
Twelfth six months	..	..	..	3	5	0

All rates of remuneration, including overtime and other special payments provided for in this order, shall be subject to the provisions of the general order dated the 9th August, 1940, under the Rates of Wages Emergency Regulations 1940, increasing rates of remuneration by an amount equal to 5 per cent. thereof.

12. A person under twenty-one years of age who has served part of his apprenticeship to the trade outside New Zealand may complete the term of apprenticeship herein provided for with an employer in the district on furnishing to the District Registrar of Apprentices a certificate from his former employer and/or such other evidence (if any) as the District Registrar may require in order to show the time served by such person as an apprentice outside of New Zealand. The District Registrar may refuse to register any contract of apprenticeship entered into under the provisions of this clause until such evidence has been furnished to him. Any party aggrieved by the decision of the District Registrar may, within fourteen days, appeal to the Court, whose decision shall be final and conclusive. The period of probation in cases coming within the scope of this clause shall not exceed three months.

13. An apprentice shall make up for all time lost by him in any year through his own default, or for any cause not directly connected with the business of the employer, before he shall be considered to have entered on the next succeeding year of his apprenticeship, or, if in the final year, to have completed his apprenticeship.

14. An employer shall be entitled to make a rateable deduction from the wages of an apprentice for any time lost by him through his own default or any other cause over which the employer has no control.

15. The hours worked by an apprentice shall, subject to the provisions of any statute, be those normally worked by journeymen in accordance with the provisions of the award or industrial agreement relating to the employment of journeymen for the time being in force in the district.

16. An employer shall not require or permit an apprentice under seventeen years of age to work more than six hours' overtime in any week, and no apprentice shall work overtime for more than half an hour on any day unless under the supervision of a journeyman.

17. The minimum rate of overtime payment for apprentices shall be time and a half rates or 1s. 6d. per hour, whichever is the greater.

18. The conditions of the award or industrial agreement referred to in clause 15 hereof, in so far as they relate to the method and time of payment of wages, holidays, meal-money, and other matters (other than membership of union) relating generally to the employment and not in conflict with this order, shall be applicable to apprentices.

19. Every contract of apprenticeship shall accord with the provisions of the Apprentices Act, 1923, and this order, and shall make provision, either expressly or by reference to the said Act or this order, for the several matters provided for therein, and shall not contravene the provisions of any Act relating to the employment of boys and youths. In default of such provision being made in any such contract of apprenticeship, or in so far as such provision is defective or ambiguous, the contract shall be deemed to provide that the conditions of apprenticeship shall be not less favourable to the apprentice than the minimum requirements of this order.

20. It shall be an implied term in every contract of apprenticeship that the apprentice will diligently and faithfully obey and serve the employer as his apprentice for the prescribed term, and will not absent himself from the employer's service during the hours of work without the

leave of the employer or except as permitted by this order, and, further, will not commit or permit or be accessory to any hurt or damage to the employer or his property, nor conceal any such hurt or damage if known to him, but will do everything in his power to prevent the same.

21. It shall not be obligatory upon an employer to find the apprentice another employer if he shall so misconduct himself as to entitle the employer to discharge him, but he shall give him a certificate covering the time actually served.

22. It shall be an implied term in every contract of apprenticeship that the employer will, during the prescribed term, to the best of his power, skill, and knowledge, train and instruct the apprentice, or cause him to be trained and instructed, as a competent journeyman in the branch or branches of the printing trade (as set out in clause 2 hereof) agreed upon in accordance with the provisions of the Apprentices Act, 1923, and of this order and any amendment thereof: Provided, however, that if the business of the employer does not comprise all the operations usually included in the training of a journeyman in the specified branch or branches of the printing trade, the operations to be taught the apprentice shall be specifically set out in the contract of apprenticeship, and in default thereof the employer shall be deemed to have contracted to train and instruct the apprentice in all the operations usually included in the training of a journeyman in such branch or branches of the printing trade.

23. No premium in respect of the employment of any person as an apprentice shall be paid to or received by an employer, whether such premium is paid by the person employed or by any other person.

24. The provisions of this order shall not necessarily apply in the case of a special contract of apprenticeship entered into under the provisions of section 7 of the Statutes Amendment Act, 1936.

25. It shall be an implied term in every contract of apprenticeship that the provisions of the Master and Apprentices Act, 1908, shall not apply thereto.

26. In pursuance and exercise of the powers conferred by section 6 (1) of the Apprentices Act, 1923, the powers conferred on the Court by paragraphs (b) to (l) inclusive of section 5 (4) of the Apprentices Act, 1923, are hereby delegated by the Court to the said Committee in so far as those powers relate to the said trade within a radius of

twenty miles from the Chief Post-office, Invercargill, but reserving, nevertheless, power to the Court at any time and from time to time to withdraw all or any of such powers.

27. This order shall operate and take effect as from the day of the date hereof.

[L.S.]

A. TYNDALL, Judge.

NORTHERN, WELLINGTON, CANTERBURY, AND OTAGO AND SOUTHLAND CLEANERS, CARETAKERS, LIFT ATTENDANTS, AND WATCHMEN.—PARTIAL EXEMPTION FROM AWARD.

In the Court of Arbitration of New Zealand, Northern Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments; and in the matter of the Northern, Wellington, Canterbury, and Otago and Southland Cleaners, Caretakers, Lift Attendants, and Watchmen's award, dated the 16th day of June, 1941, and recorded in Book of Awards, Vol. XLI, p. 614.

Wednesday, the 29th day of October, 1941.

UPON reading the application of Wilson and Horton, Ltd., Queen Street, Auckland, for partial exemption from the provisions of the Northern, Wellington, Canterbury, and Otago and Southland Cleaners, Caretakers, Lift Attendants, and Watchmen's award, dated the 16th day of June, 1941, and recorded in Book of Awards, Vol. XLI, p. 614, and upon hearing the duly appointed representatives of the said company and of the association of workers party to the said award, this Court, in pursuance and exercise of the powers conferred upon it by section 89 of the Industrial Conciliation and Arbitration Act, 1925, as amended by section 5 (4) of the Industrial Conciliation and Arbitration Amendment Act (No. 2), 1937, doth hereby order as follows:—

1. That notwithstanding anything contained in sub-clause (m) of clause 3 of the said award, watchmen employed by Wilson and Horton, Ltd., Queen Street, Auckland, may be paid a wage of £4 12s. per week, with the addition of 5 per cent. as provided for in clause 5 of the said award, if their ordinary hours of work do not exceed forty-two, and time worked in excess of forty-two hours in any week shall be paid for at overtime rates as provided for in clause 4 of the said award.

2. That this order shall take effect as from the day of the date hereof.

[L.S.]

A. TYNDALL, Judge.

DUNEDIN CITY CORPORATION LINESMEN AND LINESMEN'S ASSISTANTS.—INDUSTRIAL AGREEMENT.

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, and its amendments, this 14th day of October, 1941, between the Corporation of the Mayor, Councillors, and Citizens of the City of Dunedin (hereinafter referred to as "the employer"), of the one part, and the Dunedin and Suburban General Electrical Workers' Industrial Union of Workers (hereinafter referred to as "the union"), of the other part, whereby it is mutually agreed by and between the said parties hereto as follows, that is to say:—

SCHEDULE.

Interpretation.

1. (a) "Linesmen's work" shall mean and include the complete installation of overhead and underground electric light and power mains from the supply station to the consumer's premises, and the erection and connecting up of transformers and street-lamps and all repair and maintenance work in connection with overhead mains; also the patrolling of Halfway Bush-Waipori lines.

(b) "Linesmen's assistants' work" shall mean and include the carrying-out of all necessary work in assisting linesmen and under their direction. Any gang composed of five or more men shall contain two linesmen, irrespective of the ganger.

Wages.

2. (a) The minimum rate of wages for linesmen shall be 2s. 9d. per hour.

(b) The minimum rate of wages for linesmen's assistants shall be 2s. 7d. per hour, but for the first four months of employment the rate shall be 2s. 5d. per hour.

(c) The minimum rate of wages for helpers in power-stations shall be 2s. 7d. per hour.

(d) High-tension linesmen and cable-jointers shall receive not less than 2d. per hour in addition to the above rates.

(e) If linesmen's assistants are temporarily employed as linesmen they shall receive linesmen's rate of pay for such time as they are so employed: Provided that if they are engaged for any period they shall be paid not less than two hours at the linesmen's rate of pay.

(f) Any man employed temporarily as a ganger shall receive ganger's wages—viz., at the rate of 2s. per day in addition to the prescribed wages for linesmen—for the time

actually so engaged as a ganger, but in no case less than two hours. A man placed in charge of two or more men shall be deemed to be a ganger.

Employment of Youths.

3. Youths may be employed in the proportion of one youth to each gang of not less than four men at the following rates of wages:—

		Per Week.		
		£	s.	d.
Sixteen to seventeen years of age	..	1	17	6
Seventeen to eighteen years of age	..	2	7	6
Eighteen to nineteen years of age	..	3	0	0
Nineteen to twenty years of age	..	3	10	0

And thereafter at the rates prescribed in this agreement for linesmen's assistants.

Increase in Rates of Remuneration.

4. All rates of wages provided for in this agreement shall be subject to the provision of the general order dated 9th August, 1940, under the Rates of Wages Emergency Regulations 1940, increasing rates of remuneration by an amount equal to 5 per cent. thereof.

5. Dirt-money at the rate of 2s. per day or portion thereof shall be paid for all work done by any worker coming within the scope of this agreement in cleaning out Diesel crank-cases, cleaning transformers or oil-tanks, stripping wire by the distillate method, or at work which, owing to its dirty nature, is more than ordinarily injurious to clothes, or on such other work as may be mutually agreed upon as coming within the definition of dirty work.

Hours of Work.

6. (a) Forty hours shall constitute a week's work. The working-hours shall be between the hours of 8 a.m. and 4.30 p.m. on five days of the week, from Monday to Friday inclusive.

(b) All workers coming within the scope of this agreement with a minimum of four months' service shall be guaranteed a minimum of forty hours' work each week, exclusive of overtime, except as provided for in clause 7 (e).

Overtime.

7. (a) All time worked in any one day outside or in excess of the hours prescribed in clause 6 hereof shall count as overtime and shall be paid for at the rate of time and a half for the first three hours and double time thereafter.

(b) If a worker is called from his home to work outside the ordinary working-hours, he shall be paid for the time occupied by him in travelling from and returning to his home, calculated on the basis of three miles per hour, with a minimum of two hours' pay: Provided that where a conveyance is supplied or a public conveyance available the worker shall be entitled to be paid only for the time actually occupied in travelling.

(c) Any worker required to work outside the hours prescribed in clause 6 hereof shall be paid in respect of such work an additional sum of 10 per cent. of the wages earned by him, but he shall not receive overtime unless and until the daily number of hours (whether partly or wholly worked outside the prescribed hours) is exceeded.

(d) The employer shall allow meal-money at the rate of 2s. per meal when workers are required to work after 5.30 p.m., provided that workers cannot reasonably get home to their meals.

No worker shall be required to work more than five hours without a meal.

(e) Any worker, having performed his ordinary day's work, and having continued to work overtime at the rates as provided herein until the ordinary time for commencing work next day, and being then required by the employer to continue working, shall be paid double time rates as long as he works continuously thereafter.

(f) Should a worker receive notification of his being called out prior to ceasing his ordinary work, he shall in such case only be entitled to overtime rates for the time he has actually worked, with a minimum of two hours.

(g) Crib-time when working overtime to be paid for.

(h) Time worked between midnight and 6.30 a.m. shall be paid for at the rate of double time.

8. (a) For all time worked on Sundays and holidays double time rates shall be paid from the time the worker leaves his home until he returns thereto.

(b) The following shall be the recognized holidays: New Year's Day, the day following New Year's Day, Good Friday, Easter Monday, Sovereign's Birthday, Labour Day, Anniversary Day or day in lieu thereof, Christmas Day, Boxing Day, and Anzac Day, and such other additional holidays as may from time to time be authorized by the employing body. For all work performed on any of the aforesaid days, double time rates shall be paid. Double time rates for such work shall mean the ordinary rate for time worked in addition to the ordinary day's pay.

(c) All employees who have been employed for a period of four months or more shall be entitled to ordinary wages in respect of the holidays mentioned in subclause (b) hereof.

(d) All employees coming within the scope of this agreement with twelve months' service shall be granted an annual leave of ten working-days on full pay. Any employee with six months' service but less than twelve months' service shall be granted a proportionate holiday on full pay.

(e) If any of the holidays, other than Anzac Day, prescribed in subclause (b) hereof shall fall on a Sunday, the holiday shall be observed on the following Monday.

Suburban Work.

9. (a) "Suburban work" means work performed by a worker at a distance of over a mile and a half from the Electricity Department Workshop in Cumberland Street, or some central place to be agreed upon, but which does not come within the definition of country work.

(b) Workers employed on suburban work shall be at the mile and a half boundary by a reasonable mode of access for trucks at the hour appointed for the commencement of work, and they shall be returned to the said boundary at the hour appointed for the cessation of work.

Country Work.

10. (a) "Country work" means work performed by a worker at a distance which necessitates his lodging elsewhere than at his usual place of residence.

(b) A worker employed on country work shall be conveyed by his employer to and from such work free of charge, or his travelling-expenses going to and returning from such work shall be paid by his employer.

(c) The employer shall provide every worker employed on country work with suitable accommodation while so employed at the rate of 7s. per working-day or part thereof.

(d) Once in each fortnight the employer shall provide a truck to return men employed on country work to the city for the week-end on Friday and again to take them back to the country work on the following Monday: Provided that time lost on such Fridays and Mondays shall be made up by the men during the week.

(e) Time occupied in travelling shall be paid for at ordinary rates, but no worker shall be paid more than an ordinary day's pay for any day occupied by him in travelling, even though the hours occupied may exceed eight hours, unless he is on the same day occupied in working for his employer.

(f) Notwithstanding anything contained in clause 6 hereof, the employer may agree with a worker employed on country work that such worker shall work at ordinary rates in excess of the hours mentioned in clause 6 hereof on any day except Saturday and/or Sunday.

General Provisions.

11. All necessary tools, including one knife each year, shall be provided by the employer. No fewer than two employees shall be appointed to a ladder when working on live wires. Ladders shall not have metal conductors attached to them. Overcoats shall be supplied to workers free of charge for use while at work only. Crib-time of ten minutes shall be allowed each morning without deduction of wages.

Matters not provided for.

12. Any dispute in connection with any matter not provided for in this agreement shall be settled between the representative of the employer and the president or secretary of the union, and in default of any agreement being reached, such dispute shall be referred to the Conciliation Commissioner for the district, who may either decide the same or refer the matter to the Court. Either party, if dissatisfied with the decision of the Commissioner, may appeal to the Court upon giving written notice of such appeal to the other party within fourteen days after such decision shall have been communicated to the party desiring to appeal.

Workers to be Members of Union.

13. (a) It shall not be lawful for the employer to employ or to continue to employ in any position or employment subject to this agreement any adult person who is not for the time being a member of an industrial union of workers bound by this agreement or who is not for the time being a member of a trade-union registered as such before the 1st day of May, 1936, and which is bound by this agreement: Provided, however, that any non-unionist may be continued in any position or employment by the employer during any time while there is no member of a union bound by this agreement who is available to perform the particular work required to be done and is ready and willing to undertake it.

(b) For the purposes of subclause (a) of this clause a person of the age of eighteen years or upwards, and every other person who for the time being is in receipt of not less than the minimum rate of wages prescribed by this agreement for workers of the age of twenty-one years and upwards, shall be deemed to be an adult.

(NOTE.—Attention is drawn to subsection (4) of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, which gives to workers the right to join the union.)

Under-rate Workers.

14. (a) Any worker who considers himself incapable of earning the minimum wage fixed by this agreement may be paid such lower wage as may from time to time be fixed, on the application of the worker after due notice to the union, by the local Inspector of Awards, or such other person as the Court may from time to time appoint for that purpose; and such Inspector or other person in so fixing such wage shall have regard to the worker's capability, his past earnings, and such other circumstances as such Inspector or other person shall think fit to consider after hearing such evidence and argument as the union and such worker shall offer.

(b) Such permit shall be for such period, not exceeding six months, as such Inspector or other person shall determine, and after the expiration of such period shall continue in force until fourteen days' notice shall have been given to such worker by the secretary of the union requiring him to have his wage again fixed in manner prescribed by this agreement: Provided that in the case of any person whose wage is so fixed by reason of old age or permanent disability it may be fixed for such longer period as such Inspector or other person shall determine.

(c) Notwithstanding the foregoing, it shall be competent for a worker to agree in writing with the president or secretary of the union upon such wage without having the same so fixed.

(d) It shall be the duty of the union to give notice to the Inspector of Awards of every agreement made with a worker pursuant hereto.

(e) It shall be the duty of an employer, before employing a worker at such lower wage, to examine the permit or agreement by which such wage is fixed.

Term of Agreement.

15. This agreement shall come into force on the 14th day of October, 1941, and shall continue in force until the 31st day of March, 1943.

In witness whereof the common seal of the Corporation of the Mayor, Councillors, and Citizens of the City of Dunedin, as employer, was hereunto affixed in the presence of— •

[L.S.]

A. F. ALLEN, Mayor.
J. McCRAE, Councillor.

In witness whereof the common seal of the Dunedin and Suburban General Electrical Workers' Industrial Union of Workers was hereunto affixed in the presence of—

[L.S.]

G. H. HELLYER, President.
V. R. PRINGLE, Secretary.

**NEW ZEALAND (EXCEPT WESTLAND) STOREMEN AND
PACKERS.—ADDING PARTY TO AWARD.**

In the Court of Arbitration of New Zealand, Wellington Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments; and in the matter of the New Zealand (except Westland) Storemen and Packers' award, dated the 27th day of June, 1940, and recorded in Book of Awards, Vol. XL, p. 860.

Wednesday, the 29th day of October, 1941.

UPON reading the application to add a party made by the association of workers party to the New Zealand (except Westland) Storemen and Packers' award, dated the 27th day of June, 1940, and recorded in Book of Awards, Vol. XL, p. 860, which application was filed herein on the 10th day of September, 1941, and upon being satisfied that reasonable notice of the said application has been given to the company hereinafter named, and that no written notice of opposition to the said application has been received by the Clerk of Awards within the time notified, this Court doth order that the undermentioned company be and it is hereby added as a party to the said award as from the day of the date hereof:—

The de Havilland Aircraft Co. of New Zealand, Ltd.,
Rongotai, Wellington E. 3.

[L.S.]

A. TYNDALL, Judge.

**INVERCARGILL TRAMWAY AND OMNIBUS EMPLOYEES.—
INDUSTRIAL AGREEMENT.**

INDUSTRIAL agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, 22nd day of August, 1941, between the Mayor, Councillors, and Citizens of the City of Invercargill, of the one part, and the New Zealand Tramway Authorities' Employees' Industrial Union of Workers, of the other part, whereby it is agreed as follows:—

SCHEDULE.

Wages.

1. The following shall be the minimum rates of wages payable to the undermentioned employees:—

	Per Hour.		
	s.	d.	
Motormen—			
One to three years as motormen cleaners	2	6	
After three years	2	7½	
Car adjusters and examiners—			
Day	2	6½	
Night (clause 5 (1))	2	7½	
Car-cleaners—			
Day	2	6	
Night	2	6½	
Car-shed labourers	2	6	
Permanent-way labourers	2	6	
	Per Week.		
	£	s.	d.
Track-cleaners and point-adjusters ..	5	2	6
	Per Hour.		
	s.	d.	
Firemen and greasers—			
Day	2	6	
Night	2	6½	
Trimmers—			
Day	2	6	
Night	2	6½	
Bus-drivers same as motormen.			

Motormen and bus-drivers on full roster and relief shifts to be paid 2d. per hour additional, and at these rates during holidays and stand-by.

Car adjusters and examiners who are required to undertake electrical linesmen's work as part of their regular duties shall be paid such additional amount as will bring the rate equal to such linesmen's rates.

All broken shift work shall be paid for at the rate of ½d. per hour additional to the above rates.

Men operating welding-machines to be paid 2d. per hour additional to the above rates.

Sunday Work.

2. (a) All work done on Sunday shall be paid for at double rates. A minimum of three hours' pay at ordinary rates to be paid.

(b) Whenever a man is required to work a minimum of eight hours on a Sunday he shall be allowed one week-day off in lieu thereof. If, however, he is required to work on such week-day he shall be paid time and a quarter rates for such a day.

(c) A roster shall be prepared and posted showing the particular day in the week to be observed as a day off for those workers employed on a Sunday.

"Shorts" and "Overs."

3. Motormen and bus-drivers shall be notified of shortages within twenty-four hours after paying in their cash each day, excepting Saturdays, Sundays, and public holidays, when notice within forty-eight hours shall be given. Shortages shall be set off against "overs" every day. Credit balances shall be carried forward. The account shall be balanced monthly, and then credit balances (if any) shall be carried forward. Motormen and bus-drivers shall be allowed to make up their own bags.

Signing on and off Time.

4. Motormen shall sign on ten minutes previous to taking on their cars, and shall be allowed ten minutes after finishing work. Motormen on broken shifts and call-back duty shall be allowed five minutes each time for signing on or off intermediate shifts, and seven minutes after signing off for the day.

Hours of Work.

5. (a) Forty hours shall constitute a week's work, and shall be worked on five days of the week, with not less than eight hours on each day worked. Any time worked beyond eight hours a day shall be paid for at time and a half rates.

(b) The hours of work for motormen shall average eight hours per day. Not less than eight hours' work shall be provided on any one week-day. Men shall not be signed off for less than one hour.

(c) The foregoing provisions shall not apply in any cases of suspension or absence from duty through the worker's own default.

(d) All time worked beyond eight hours on any week-day shall be paid for at time and a half rates.

(e) A straight shift shall be worked continuously.

(f) All broken shifts shall be completed within eleven hours, except on one week-day in each week and except on statutory and public holidays, when they shall not exceed twelve hours, but this shall not prevent men being employed over a longer period at double rates. This subclause shall not apply to workers performing call-back or call-forward duty.

(g) All call-back and call-forward duty shall be paid for at time and a half rates for the first three hours, and thereafter double time, with a minimum of one and a half hours. Extra time worked between midnight and 6 a.m. shall be paid for at double rates.

(h) In the event of employees applying for exchange of duties the Department shall not be liable for any overtime incurred by the granting of such application.

(i) All time worked on Christmas Day, Good Friday, or Anzac Day shall be paid for at double rates.

(j) Motormen on duty shall be paid while waiting at sports, races, public functions, and amusements.

(k) Any employee working under this award after completing a full rostered shift shall not be called upon to work another full rostered shift unless he has had six hours off duty. If, however, he is required to work, he shall be paid time and a half rates for such a shift.

(l) Night work shall be deemed to be those hours worked between 4 p.m. or 4.30 p.m. of one day and 7.30 a.m. or 8 a.m. of the following day.

Holidays.

6. (a) Employees covered by this award who are required to work on public and statutory holidays, and who do not receive overtime rates for such work, shall receive holidays on full ordinary pay as follows: After nine months' service, eight working-days (covering ten consecutive week-days), after eighteen months' service, ten working-days (covering twelve consecutive week-days), every nine months.

(b) All other employees covered by this award shall receive holidays in each year on full ordinary pay as follows: After one year's service, eight working-days (covering ten consecutive week-days); over two years' service, ten working-days (covering twelve consecutive week-days).

(c) Employees working under clause 6 (b) whose day off for Sunday work or normal day off falls on a public or statutory holiday shall receive ordinary time for such day or an extra day on his annual holidays.

(d) On application, holiday pay shall be paid in advance.

(e) Any employee leaving the service or being dismissed after the initial period of nine or twelve months respectively shall receive holiday pay *pro rata*.

Days Off.

7. (a) Men rostered to be off on any specific day shall at no time be required, except by mutual agreement, to change on to another day, except when the late-shopping night is changed.

(b) In the event of a man's normal day off and Sunday day off falling on the same day, the Sunday day off shall be altered, suitable to the convenience of the Department.

Reports.

8. (a) No charge laid by an officer against an employee shall be considered unless the intention to lay such charge has been made known to such employee at the time of such alleged offence, or as soon after as practicable. Every charge shall be in writing and shall be open to the inspection of the employee concerned before he is required to answer same.

(b) In the event of a report being made by any member of the general public against an employee, the employee shall be furnished with particulars within twenty-four hours of its being received. The employee shall answer such report within forty-eight hours of its notification to him, but before doing so he shall be entitled to see and make a copy of the original.

(c) No charge shall be preferred against an employee on the complaint of any member of the general public unless such complaint has been made in writing by the person concerned within three days of the alleged offence.

(d) In computing time with respect to the above subclause Sundays and holidays shall be excluded. The time an employee may be away from duty shall also be excluded.

(e) For breaches of discipline or other offences the manager of the undertaking may, in lieu of or in addition to inflicting suspension from duty as a punishment, reduce a motorman to a lower grade, or withhold promotion, irrespective of length of service.

(f) Any employee shall be permitted to call evidence in defence when an inquiry is held by the employer, and the employer shall, should he deem it necessary, have the person making the complaint in attendance at such inquiry.

(g) If, pending an inquiry, an employee has been suspended, and if he is exonerated, the employee shall be paid for the time so lost at ordinary rates of pay.

(h) In the case of serious accident (where men are not relieved for the purpose) fifteen minutes shall be allowed for the purpose of making out of No. 1 reports.

(i) No entry shall be made against an employee on his service record unless the employee concerned has had due notice. An employee, on application to the manager, may be allowed to inspect his record.

Promotions.

9. When any appointments are made in the service preference shall be given to employees, subject, however, in all cases to the seniority, suitability, capability, and record of the employee concerned, subject to the right of appeal conferred by the Tramways Amendment Act, 1910. This clause shall only apply to positions affected by this award.

Terms of Engagement.

10. (a) Not less than one week's notice of termination of employment shall be given by employee and employer; but this shall not apply to casuals and probationary cleaners, who may be dismissed without notice.

(b) The provisions of the above subclause shall not be deemed to prevent the employer dismissing any employee without notice for a good and substantial reason.

(c) "Casuals" and "probationary cleaners" shall be deemed to mean employees with less than three months' service.

(d) Any motorman who has left the service and afterwards rejoins shall not enter the Traffic Department in a higher grade than a motorman in the first year, or may be employed as a motorman cleaner.

Workers to be Members of Union.

11. (a) It shall not be lawful for any employer bound by this award to employ or to continue to employ in any position or employment subject to this award any adult person who is not for the time being a member of an industrial union of workers bound by this award or who is not for the time being a member of a trade-union which was registered as such before the 1st day of May, 1936, and which is bound by this award: Provided, however, that any non-unionist may be continued in any position or employment by an employer bound by this award during any time while there is no member of the union bound by this award who is available to perform the particular work required to be done and is ready and willing to undertake it.

(b) For the purpose of subclause (a) of this clause a person of the age of eighteen years or upwards, and every other person who for the time being is in receipt of not less than the minimum rate of wages prescribed by this award for workers of the age of twenty-one years and upwards, shall be deemed to be an adult.

(c) No Inspector or other officer of the undertaking shall be a member of the union. In the event of a member of the union being appointed to the position of Inspector or any other office not provided for in this award he shall immediately resign from the union.

(d) On request by the secretary of the union, the employer shall supply a list of the names of its workers employed under the provisions of the award, but not oftener than once every three months.

(NOTE.—Attention is drawn to subsection (4) of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, which gives to workers the right to join the union.)

Passes.

12. All men in uniform or carrying passes to be provided for that purpose shall be allowed to travel free while going to or returning from work. Employees carrying passes must observe the conditions printed thereon. Should any employee attempt to travel free at any other time, or to travel to and from work without uniform and without paying fare, or without producing the pass promptly and without delay, or break in any way the conditions printed on the passes, the privilege shall be withdrawn in respect of the employee concerned for a period of one month, and for a second offence may be withdrawn altogether.

Uniforms.

13. (a) All employees required to wear uniforms shall be supplied with them at the cost of the employer. The issue shall be a tunic, trousers, and cap annually, and an overcoat every two years. All uniforms shall be and remain the property of the employer and must be returned after receiving the new issue. By arrangement with the employer an employee may be permitted to continue the use of his uniform and overcoat for a period of three months beyond the period of twelve months and two years hereinbefore respectively mentioned, in each of which cases upon the new issue being made the old uniform or overcoat, as the case may be, shall be retained by the employee and shall thenceforth become his property.

(b) Waterproof overcoats and leggings shall be provided for overhead men and track-cleaners.

Meal Reliefs.

14. All employees on night shift starting work after 11 p.m. shall be entitled to thirty minutes' meal allowance; such time to be paid for.

Seats.

15. Each car shall be provided with a seat for the motorman, subject to such reasonable regulations as shall be issued from time to time by the manager.

Change of Duty.

16. (a) When an employee is required to perform various duties he shall be paid the rate of wages pertaining to the higher grade of work.

(b) Any motorman when not required for traffic shall fill in his time on car-cleaning. When so engaged no alteration in his usual rate of pay will be made.

General.

17. (a) If a motorman at any time after taking up his duties finds that he is not fitted for the work, he shall, subject to the manager's approval, have the option of going back to his former position as soon as the requirements of the service permit.

(b) Eligibility for increase in motorman's rate of pay shall date from the time a cleaner first acts as a motorman.

(c) Motormen shall be paid 1s. per day extra when they are training students. Students shall not train on late-shopping nights (excepting two nights at end of training-period) and shall not train for more than four hours daily.

Disputes.

18. When any disagreement arises between the employer and the union no proceedings shall be taken by either party until the matter in dispute has been submitted to and dealt with by a special committee comprising three representatives of the employer and three representatives of the union. When a decision has been arrived at by this special committee it shall be binding on all parties to the dispute.

19. This award shall apply only to the parties named herein.

20. This award shall come into force on the 22nd August, 1941, and continue in force for one year.

Signed on behalf of the New Zealand Tramway Authorities' Employees' Industrial Union of Workers—

[L.S.]

G. N. AMOS, National President.
P. A. HANSEN, National Secretary.

The common seal of the Mayor, Councillors, and Citizens of the City of Invercargill was hereunto affixed this 8th day of October, 1941—

[L.S.]

J. R. MARTIN, Mayor.
W. F. STRUMAN, Town Clerk.

NEW ZEALAND MOTOR AND HORSE DRIVERS.—APPLICATION TO ADD PARTY TO AWARD.

In the Court of Arbitration of New Zealand, Northern Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments; and in the matter of an application to add Walker's Ice Supply Co., The Strand, Parnell, Auckland, as a party to the New Zealand Motor and Horse Drivers' award, dated the 31st day of May, 1940, and recorded in Book of Awards, Vol. XL, p. 641.

JUDGMENT OF THE COURT, DELIVERED BY TYNDALL, J.

In view of the finding of the Court in *Shorter v. Walker* (recorded in Book of Awards, Vol. XLI, p. 1586), the above application to add is struck out.

Mr. Prime, however, points out that the Court was informed by Mr. L. G. Matthews, secretary of the Auckland Road Transport and Motor and Horse Drivers and their Assistants' Industrial Union of Workers, that he had no objection to the special conditions set out in clause 2 (g) of the award being applied to Walker's Ice Supply Co.

Mr. Monteith points out that the clause is clear, and what Mr. Matthews, the secretary of the union, thinks does not affect the position.

Dated this 12th day of November, 1941.

[L.S.]

A. TYNDALL, Judge.

TARANAKI AND WELLINGTON ICE-CREAM MANUFACTURERS' EMPLOYEES.—AWARD.

[Filed in the Office of the Clerk of Awards, Wellington.]

In the Court of Arbitration of New Zealand, Taranaki and Wellington Industrial Districts.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments; and in the matter of an industrial dispute between the Wellington and Taranaki Ice-cream and Related Products' Industrial Union of Workers (hereinafter called "the union") and the undermentioned union, persons, firms, and companies (hereinafter called "the employers") :—

Adams Bruce, Ltd., College Street, Wellington.
Aerated Waters and Ice-cream Manufacturing Co., Ltd., Hill Street, Wanganui.
Arctic Ice Co., Napier.
Byers Ltd., Ice-cream Makers, Palmerston North.
Butler Ice-cream Co., New Plymouth.
Carbonic Ice, Ltd., Victoria Street, Petone.
Clarke, Millward, Ice-cream Manufacturers, 436 Jackson Street, Petone.
Cherio Ice-cream Makers, Masterton.
Dame's Ice-cream Makers, Waipukurau.
Egmont Frozen Products, Ltd., New Plymouth.
Elbe Bros., Ice-cream Manufacturers, Lower Hutt.
Etan Ice-cream Co., Ltd., Palmerston North.
Frozen Products, Ltd., Ice-cream Manufacturers, Tennyson Street, Wellington.
Gibbs, Ice-cream Maker, Hawera.
Glover, J., and Son, Victoria Avenue, Wanganui.
Greenfield, Ice-cream Maker, Opera House, Wellington.
McDuff, A., and Son, Ice-cream Manufacturers, 189 Jackson Street, Petone.
Neville, Ice-cream Maker, New Plymouth.
New Zealand Frozen Products Industrial Union of Employers, 25 Tennyson Street, Wellington.
Peters, Ice-cream Makers, Palmerston North.
Walker's Milk Bar, Emerson Street, Hastings.

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the above-mentioned dispute, and having heard the union by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, doth hereby order and award :—

That, as between the union and the members thereof and the employers and each and every of them, the terms, conditions, and provisions set out in the schedule hereto and of

this award shall be binding upon the union and upon every member thereof and upon the employers and upon each and every of them, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this award; and, further, that the union and every member thereof and the employers and each and every of them shall respectively do, observe, and perform every matter and thing by this award and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this award or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same. And the Court doth hereby further award, order, and declare that any breach of the said terms, conditions, and provisions set out in the schedule hereto shall constitute a breach of this award, and that a penalty as by law provided shall be payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect as hereinafter provided and shall continue in force until the 4th day of September, 1943, and thereafter as provided by subsection (1) (d) of section 89 of the Industrial Conciliation and Arbitration Act, 1925.

In witness whereof the seal of the Court of Arbitration hath hereto been affixed, and the Judge of the Court hath hereunto set his hand, this 5th day of November, 1941.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE.

Industry to which Award applies.

1. This award shall apply to the manufacture of ice-cream in all its forms, ice-cream novelties and general frozen products of an allied nature, and the refrigeration storage of such products, and the manufacture of carbonic ice.

Definitions.

2. (a) "Ice-cream maker" means an adult worker who thoroughly understands dairy-factory hygiene and is in responsible charge of ice-cream, ices, and novelty production, and capable of testing milk and cream for acidity or harmful bacteria or for butterfat content, and making formulæ for all varieties of ice-cream, ices, and novelties.

(b) "Assistant ice-cream maker" is an adult worker who understands the pasteurizing and freezing of ice-cream and the proper use of washing cleaners and sterilizers.

Hours of Work.

3. (a) The hours of work shall be forty-four per week from 1st October to 31st March, and thirty-six per week from 1st April to 30th September.

(b) The daily hours during the period from 1st October to 31st March shall be eight on five days of the week and four on the day on which the half-holiday is granted.

(c) During the period from 1st April to 30th September the hours shall be not more than eight per day, to be worked on five days of the week.

(d) Servicemen: The hours of work for servicemen employed by any factory shall be the hours prescribed for factory hands.

(e) Shifts may be worked, when required by any factory, on terms to be agreed upon between the union and the employers.

Wages.

4. The following shall be the minimum rates of wages for the respective classes of workers:—

		Per Week.		
		£	s.	d.
Ice-cream maker, if employed	..	6	0	0
Assistant ice-cream maker	..	5	5	0
Ice-cream storeman	..	5	0	0
General hands	..	4	10	0
Youths—				
Under 17 years of age	..	1	0	0
(With increases in accordance with the Factories Act.)				
17 to 17½	..	1	5	0
17½ to 18	..	1	10	0
18 to 18½	..	1	15	0
18½ to 19	..	2	0	0
19 to 19½	..	2	5	0
19½ to 20	..	2	10	0
20 to 20½	..	2	15	0
20½ to 21	..	3	2	6

Thereafter, the rate for adults.

Females—				Per Week.		
				£	s.	d.
Under 17 years of age				0	17	6
(With increases in accordance with the Factories Act.)						
17 to 17½	..	..	..	1	1	6
17½ to 18	..	..	..	1	5	6
18 to 18½	..	..	..	1	9	6
18½ to 19	..	..	..	1	13	6
19 to 19½	..	..	..	1	17	6
19½ to 20	..	..	..	2	0	0
20 to 21	..	..	..	2	2	6
Thereafter	..	..	..	2	12	6

If in any twelve months, or if the employment is for less than twelve months, then during such less period, any worker averages more than forty hours per week, exclusive of overtime, such worker shall be paid for the extra hours so worked at ordinary time rates in addition to the weekly rates above prescribed.

Increase in Rates of Remuneration.

5. All rates of remuneration, including time and piece wages and overtime and other special payments provided for in this award, shall be subject to the provisions of the general order dated 9th August, 1940, under the Rates of Wages Emergency Regulations 1940, increasing rates of remuneration by an amount equal to 5 per cent. thereof.

Temporary or Casual Hands.

6. Casual hands shall be paid in accordance with the rates of wages set out in clause 4 hereof, plus 10 per cent. An assistant shall be deemed to be a casual hand when employed for less than one week, and shall receive not less than two hours' pay for any engagement.

Off-season.

7. During the period from 1st May to 30th September in each year an employer may require any of his employees to work outside the scope of the employee's ordinary duties for the purpose of filling in time, but in such case the employee shall be paid not less than his ordinary rates of pay.

Overtime.

8. (a) All work done in excess of the hours mentioned in clause 3 shall count as overtime and shall be paid for at the rate of time and a half, with a minimum payment of 1s. 6d. per hour: Provided that all work done up to, and including, half an hour shall be deemed half an hour for the purposes of computing overtime payable, and all work done for any period exceeding half an hour and up to one hour shall count as one hour in the computation of overtime.

(b) When a worker is required to come back after the completion of a day's work and notice has not been given the previous day, 1s. 6d. tea-money shall be paid.

Sunday Work.

9. Work done on any Sunday shall be paid for at the rate of double time.

Holidays.

10. (a) The following shall be observed as full holidays: Christmas Day, Boxing Day, New Year's Day, Anniversary Day, Good Friday, Easter Monday, Anzac Day, Labour Day, and the birthday of the reigning Sovereign.

(b) Wages for each whole holiday allowed to any person as provided for in subclause (a) hereof shall be at the same rate as for ordinary working-days and shall be paid on the first regular pay-day thereafter.

(c) Payment of wages for the said holidays shall be made to all persons who have been employed in the factory at any time during the fortnight ending on the day on which the holiday occurs.

(d) Every person who is actually employed on any whole holiday shall, in addition to the payment to which he is entitled under the foregoing subclauses, be paid therefor at not less than twice his ordinary rate of pay.

Annual Holiday.

11. (a) One holiday of one week on full pay shall be granted to each worker under this award on completion of each year of service, and at the time to be mutually arranged between the employer and worker.

(b) A worker not completing a year of service shall be granted pay in lieu of holidays in the same proportion according to the length of his or her service.

(c) This clause shall not apply in the case of any worker dismissed for misconduct or other good cause.

Payment of Wages.

12. All wages and overtime shall be paid weekly and in cash on any day not later than Thursday. No deduction shall be made from the wages of any boy or any woman under eighteen years of age except for time lost through the worker's illness or default, or on account of the temporary closing of the factory for cleaning or repairing the machinery.

Term of Engagement.

13. The employment shall be deemed to be a weekly one and no deduction shall be made from the wages, except for sickness or time lost through the worker's own default. One week's notice in writing shall be given on either side to terminate the engagement.

Nothing in this clause shall prevent the summary dismissal of a worker for misconduct or other good cause.

Overalls, &c.

14. The employer shall provide the workers with suitable aprons or overalls, gum boots, and/or clogs, as required by the work.

First-aid Chest.

15. A suitable first-aid medical outfit shall be provided and maintained, and shall be at all times accessible to each worker.

Certificate of Service.

16. Each worker on leaving or being discharged from his or her employment shall, on request, be given, within twenty-four hours thereafter, a certificate of service in writing stating the position held and length of service.

Disputes.

17. The essence of this award being that the work of the employers shall not on any account whatsoever be impeded but shall always proceed as if no dispute had arisen, it is provided that if any dispute or difference shall arise between the parties bound by this award, or any of them, as to any matter whatsoever arising out of or connected therewith and not dealt with in this award, every such dispute or difference shall be referred to a committee to be composed of two representatives of each side, together with an independent chairman to be mutually agreed upon or, in default of agree-

ment, to be appointed by the Conciliation Commissioner for the district. Either side shall have the right to appeal within fourteen days after such decision has been made known to the party desirous of appealing.

Workers to be Members of Union.

18. (a) It shall not be lawful for any employer bound by this award to employ or to continue to employ in any position or employment subject to this award any adult person who is not for the time being a member of an industrial union of workers bound by this award or who is not for the time being a member of a trade-union which was registered as such before the 1st day of May, 1936, and which is bound by this award: Provided, however, that any non-unionist may be continued in any position or employment by an employer bound by this award during any time while there is no member of a union bound by this award who is available to perform the particular work required to be done and is ready and willing to undertake it.

(b) For the purposes of subclause (a) of this clause a person of the age of eighteen years or upwards, and every other person who for the time being is in receipt of not less than the minimum rate of wages prescribed by this award for workers of the age of twenty-one years and upwards, shall be deemed to be an adult.

(NOTE.—Attention is drawn to subsection (4) of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, which gives to workers the right to join the union.)

Under-rate Workers.

19. (a) Any worker who considers himself incapable of earning the minimum wage fixed by this award may be paid such lower wage as may from time to time be fixed, on the application of the worker after due notice to the union, by the local Inspector of Awards or such other person as the Court may from time to time appoint for that purpose; and such Inspector or other person in so fixing such wage shall have regard to the worker's capability, his past earnings, and such other circumstances as such Inspector or other person shall think fit to consider after hearing such evidence and argument as the union and such worker shall offer.

(b) Such permit shall be for such period, not exceeding six months, as such Inspector or other person shall determine, and after the expiration of such period shall continue in force until fourteen days' notice shall have been given to such worker by the secretary of the union requiring him to have his wage again fixed in manner prescribed by this clause: Provided that in the case of any person whose wage is so fixed by reason of old age or permanent disability it may be fixed for such longer period as such Inspector or other person shall think fit.

(c) Notwithstanding the foregoing, it shall be competent for a worker to agree in writing with the president or secretary of the union upon such wage without having the same so fixed.

(d) It shall be the duty of the union to give notice to the Inspector of Awards of every agreement made with a worker pursuant hereto.

(e) It shall be the duty of an employer, before employing a worker at such lower wage, to examine the permit or agreement by which such wage is fixed.

Application of Award.

20. This award shall apply to the original parties named herein, and shall extend to and bind as subsequent party hereto every trade-union, industrial union, industrial association, or employer who, not being an original party hereto, is, when this award comes into force or at any time whilst this award is in force, connected with or engaged in the industry to which this award applies within the industrial districts to which this award relates.

Scope of Award.

21. This award shall operate throughout the Industrial Districts of Wellington and Taranaki.

Term of Award.

22. This award, in so far as it relates to wages, shall be deemed to have come into force on the 5th day of September, 1941, and so far as all the other conditions of this award are concerned it shall come into force on the day of the date hereof; and this award shall continue in force until the 4th day of September, 1943.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the Court hath hereunto set his hand, this 5th day of November, 1941.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM.

This award embodies the terms of settlement arrived at by the assessors in Conciliation Council.

Wages have been made payable retrospectively in accordance with the agreement of the parties.

A. TYNDALL, Judge.

ORDER GRANTING TOTAL EXEMPTION FROM AWARD.

In pursuance and exercise of the powers conferred on the Court by section 89 of the Industrial Conciliation and Arbitration Act, 1925, as amended by section 5 (4) of the Industrial Conciliation and Arbitration Amendment Act (No. 2), 1937, total exemption from the provisions of the foregoing award is hereby granted to the Sunshine Milk Bar, Manners Street, Wellington, if and so long as the conditions of employment of the worker engaged in ice-cream manufacturing continue to be not less favourable than at present.

Dated this 5th day of November, 1941.

[L.S.]

A. TYNDALL, Judge.

WESTLAND SHIRT, WHITE, AND SILK WORKERS.—AWARD.

In the Court of Arbitration of New Zealand, Westland Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments; and in the matter of an industrial dispute between the Canterbury, Westland, Nelson, and Marlborough Clothing Trades' Industrial Union of Workers (hereinafter called "the union") and the undermentioned firms and companies (hereinafter called "the employers") :—

Trumans Ltd., Mackay Street, Greymouth.

Millers Ltd., Hokitika.

C. Smith, Ltd., Mawhera Quay, Greymouth.

Trumans Ltd., Palmerston Street, Westport.

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the above-mentioned dispute, and having heard the union by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, and having

also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, doth hereby order and award:—

That, as between the union and the members thereof and the employers and each and every of them, the terms, conditions, and provisions set out in the schedule hereto and of this award shall be binding upon the union and upon every member thereof and upon the employers and upon each and every of them, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this award; and, further, that the union and every member thereof and the employers and each and every of them shall respectively do, observe, and perform every matter and thing by this award and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this award or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same. And the Court doth hereby further award, order, and declare that any breach of the said terms, conditions, and provisions set out in the schedule hereto shall constitute a breach of this award, and that a penalty as by law provided shall be payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect as hereinafter provided and shall continue in force until the 6th day of January, 1942, and thereafter as provided by subsection (1) (d) of section 89 of the Industrial Conciliation and Arbitration Act, 1925.

In witness whereof the seal of the Court of Arbitration hath hereto been affixed, and the Judge of the Court hath hereunto set his hand, this 4th day of November, 1941.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE.

Interpretation.

1. This award shall apply to all workers who are employed as journeywomen, journeymen, female apprentices, improvers, and under-rate workers—

- (a) In the manufacture of blouses, shirts, pyjamas, ties, soft collars, lingerie, aprons, overalls, neckwear, dresses, corsets, opera cloaks, garments made of

silk, cotton, art silk, or wool, locknit, and woollen underwear, children's dresses and napery, and repairs in dyeing and dry-cleaning works.

- (b) In art needlework and transfer-stamping in connection with the items set out in paragraph (a) of this clause, and hosiery repairs in a wholesale factory, and work in connection with designing, painting, and executing tapestry work.

Hours of Work.

2. (a) The hours of work shall be forty per week, to be worked on five days of the week, Monday to Friday inclusive, between the hours of 8 a.m. and 5 p.m.

(b) For the purpose of calculating the hours of work each of the holidays hereinafter mentioned shall be deemed to be a day worked for the number of hours usually worked on that day of the week, although no work shall have been actually done on such holiday.

(c) The hours of work shall be posted in each and every workroom by the employer.

Female Apprentices.

3. (a) The term of apprenticeship for females in any capacity shall be two years. Each worker shall also serve a term of two years as an improver.

(b) The minimum wages of female apprentices (whether their term of apprenticeship commenced under this or any previous award) and improvers employed in any capacity shall be at the following weekly rates:—

		Per Week.		
		£	s.	d.
Apprentices—				
For the first six months	..	0	17	0
For the second six months	..	1	1	0
For the third six months	..	1	5	0
For the fourth six months	..	1	9	0
Improvers—				
For the fifth six months	..	1	14	0
For the sixth six months	..	1	19	0
For the fourth year	..	2	5	0

Thereafter journeywomen's rates:

Provided that any worker of the age of twenty-one years or upwards shall not be paid less than the basic wage for the time being prevailing.

(c) The proportion of apprentices to journeywomen in any factory shall not exceed two apprentices to one journeywoman.

(d) An apprentice shall serve for a full period under competent supervision and shall be taught the work she is required to do in the branch of the trade to which she is apprenticed. The term "branch of the trade" in this award shall mean:—

- (1) Shirt-machining.
- (2) Blouse-machining.
- (3) Underclothing-machining.
- (4) White-work machining.
- (5) Button-holer and other special machines.
- (6) Collarmaking.
- (7) Pressing.
- (8) Examining.
- (9) Cutting, other than shirts and pyjamas.
- (10) Overlocking and folding.
- (11) Any additional branch as agreed on between the representative of the local union and the employer concerned.

(e) It shall be obligatory on the part of the employer to pay the wages stipulated in this award and to teach the apprentice the work she is required to do in the branch of the trade to which she is apprenticed. Any apprentice who has served a period at a branch of a kindred trade in the same employ shall have such time counted as part of the apprenticeship as though it had been served at the branch of the trade to which she is apprenticed.

(f) The employer shall not dismiss the apprentice for want of work, but must in such case provide her with another employer within a reasonable distance who will continue the first employer's obligations as to teaching and wages.

(g) When the full time of apprenticeship is served the employer shall give the apprentice a certificate for the time served.

(h) Should an employer dismiss an apprentice for good cause, he shall nevertheless give her a certificate for the time served.

(i) It shall be obligatory on the part of the apprentice to remain with the employer till the full time is served, unless dismissed for misconduct or discharged by removal from the locality or other sufficient cause.

(j) Notice of dismissal, transference, or discharge by operation of law shall be given by the employer to the Inspector of Awards, who, if requested to do so by the secretary of the local union, shall furnish such secretary with the information supplied by the employer with regard to any particular apprentice or apprentices.

(k) Three months' probation shall be allowed the first employer of any apprentice to determine her fitness. Where this probationary period has less than one month to run, any subsequent employer shall be allowed one month as a probationary period prior to the contract of apprenticeship being entered into. The first period and any other period of probation shall count in the term of apprenticeship.

(l) Time lost on account of illness amounting on the whole to more than two weeks in the year shall be made up by the apprentice before she shall be deemed to have entered upon her next succeeding year of service.

(m) No deduction shall be made from the wages of any apprentice except for time lost through sickness, accident, or default.

Definition.

4. A "journeywoman" is one who has served her time as an apprentice and as an improver at any branch of the trade.

Journeywomen's Wages.

5. The minimum wage for journeywomen shall be £2 12s. 6d. per week, and for journeywomen employed as cutters, £2 18s. per week.

Sorting, Ticketing, Boxing, and Distribution of Work.

6. Females employed sorting, ticketing, boxing, and distributing work shall be paid the following rates of wages:—

			Per Week.		
			£	s.	d.
For the first six months	..	..	0	17	0
For the second six months	..	..	1	1	0
For the third six months	..	..	1	5	0
For the fourth six months	..	..	1	9	0
For the fifth six months	..	..	1	14	0
For the sixth six months	..	..	1	19	0
For the fourth year	..	..	2	5	0
Thereafter	..	..	2	12	6

Provided that a worker of the age of twenty-one years or upwards shall be paid not less than the basic wage for the time being prevailing.

PROVISIONS RELATING TO CUTTERS.

Minimum Wages.

7. The minimum wage for a second-class chart-cutter shall be £5 5s. per week; for a stock cutter, trimmer, and male examiner, £5 per week.

Definitions.

8. (a) A "second-class chart-cutter" is one who cuts to measure from block patterns supplied by the employer.

(b) A "stock-cutter" is one who understands the laying-up, chalking-in, and cutting by shears, knife, or machine of all classes of clothing and is engaged thereon. When a stock-cutter is called upon to add to or deduct from his pattern he shall be classed as a second-class cutter.

Cutters' Requisites.

9. All cutters' requisites shall be provided by the employer.

PROVISIONS RELATING TO ALL WORKERS.

Increase in Rates of Remuneration.

10. All rates of remuneration, including time and piece wages and overtime and other special payments provided for in this award, shall be subject to the provisions of the general order dated 9th August, 1940, under the Rates of Wages Emergency Regulations 1940, increasing rates of remuneration by an amount equal to 5 per cent. thereof.

Overtime.

11. All time worked before the ordinary time for starting or after the ordinary time for ceasing work on any day shall be deemed to be overtime, and shall be paid for at the rate of time and a half, with a minimum of 1s. 6d. per hour. Twenty-four hours' notice shall be given by the employer to any worker called upon to work overtime after the ordinary time for ceasing work. When less than twenty-four hours' notice has been given, 1s. 6d. shall be paid for tea-money.

Holidays.

12. (a) The following shall be observed as holidays, and shall be paid for at the same rate as ordinary working-days: Christmas Day, Boxing Day, New Year's Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Sovereign's Birthday.

(b) Should any of the above-mentioned holidays, other than Anzac Day, fall on a Sunday, then for the purpose of this award such holidays shall be observed on the following Monday.

(c) Double rates shall be paid for any work done on Saturday afternoon, Sunday, or any of the above-mentioned holidays.

(d) An annual holiday of one week on full pay shall be allowed to all workers on completion of each year of service from the 1st January, 1941, or from the date of commencing the employment if such date is later than the 1st January, 1941, such holiday to be given at a time suitable to the employer, but to commence not later than one month from such completion except when otherwise arranged with the union. Such holiday shall be in addition to the holidays specified in subclause (a) of this clause. In computing the yearly period, broken time shall be counted as time worked. Payment for the above holidays shall be made in advance not later than the day before the commencement of the holiday.

(e) If the employment of any worker is terminated by either party for any reason before the completion of the first year of service but after three months' service being part thereof has been completed, a holiday of proportionate duration for the broken period served shall be allowed or paid for.

General Provisions.

13. (a) Wages shall be paid weekly not later than the next working-day following the close of each factory's working-week and not later than Thursday in any case, and not later than the usual closing time of the factory.

(b) All wages shall be paid on the termination of employment.

(c) An employer shall be entitled to make a rateable deduction from the wages of any worker for any time lost by him through sickness or default, or on account of the temporary closing of the factory for cleaning or repairing the machinery.

(d) In addition to the deductions provided for in the preceding subclause, an employer shall be entitled to make a rateable deduction from the wages of any worker eighteen years of age or over for any time lost by reason of the closing of the factory, or any part of it, for stocktaking, or for cleaning, repairing, or altering the premises, or for the annual factory holidays.

(e) When work is not available at the factory and notice has not been given to a worker on the previous day, any worker who attends at the factory for the purpose of working shall be paid for at least four hours' work. When such worker is required to attend in the afternoon such worker shall be paid for four hours' work although no work is available. When a worker has commenced to work and, by reason of a stoppage of the machinery, is unable to continue working, payment shall be made as though such worker had worked for the half-day period.

(f) When slackness of work or the exigencies of trade render it necessary to work short time, the employer shall distribute the work as evenly amongst the workers of each class of workers as circumstances will permit, and in such cases workers shall be paid only for the time actually worked, subject to subclause (e) hereof.

(g) Facilities for boiling water shall be provided.

Piecework.

14. Piecework shall be prohibited.

Bonus System.

15. (a) In all cases where a bonus is paid the basis on which the bonus is calculated shall be negotiated between representatives elected by the workers concerned in the factory and the employer.

(b) In factories where a bonus system is in operation no deduction shall be made from the bonus in respect to any holidays prescribed by this award or by the Factories Act.

Termination of Employment.

16. Three days' notice of the termination of the employment of any worker shall be given by either party.

First-aid Outfit.

17. A St. John first-aid outfit or similar kit, fully equipped, shall be provided by the employer in every factory.

Interview with Employees.

18. The secretary or other representative of the union shall be permitted to interview employees at their place of employment during working-hours for the purpose of collecting contributions due to the union.

Matters not provided for.

19. Any dispute in connection with any matter not provided for in this award shall be settled between the particular employer concerned and the secretary or president of the union, and in default of any agreement being arrived at, then such dispute shall be referred to the Conciliation Commissioner, who may either decide the same or refer the matter to the Court. Either party, if dissatisfied with the decision of the Commissioner, may appeal to the Court upon giving written notice of such appeal to the other party within fourteen days after such decision shall have been communicated to the party desirous of appealing.

Workers to be Members of the Union.

20. (a) It shall not be lawful for any employer bound by this award to employ or to continue to employ in any position or employment subject to this award any adult person who is not for the time being a member of an industrial union of workers bound by this award or who is not for the time being a member of a trade-union which was registered as such before the 1st day of May, 1936, and which is bound by this award: Provided, however, that any non-unionist may be continued in any position or employment by an employer bound by this award during any time while there is no member of a union bound by this award who is available to perform the particular work required to be done and is ready and willing to undertake it.

(b) For the purposes of subclause (a) of this clause a person of the age of eighteen years or upwards, and every other person who for the time being is in receipt of not less than the minimum rate of wages prescribed by this award for workers of the age of twenty-one years and upwards, shall be deemed to be an adult.

(NOTE.—Attention is drawn to subsection (4) of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, which gives to workers the right to join the union.)

Under-rate Workers.

21. (a) Any worker who considers himself incapable of earning the minimum wage fixed by this award may be paid such lower wage as may from time to time be fixed, on the

application of the worker after due notice to the union, by the local Inspector of Awards or such other person as the Court may from time to time appoint for that purpose; and such Inspector or other person in so fixing such wage shall have regard to the worker's capability, his past earnings, and such other circumstances as such Inspector or other person shall think fit to consider after hearing such evidence and argument as the union and such worker shall offer.

(b) Such permit shall be for such period, not exceeding six months, as such Inspector or other person shall determine, and after the expiration of such period shall continue in force until fourteen days' notice shall have been given to such worker by the secretary of the union requiring him to have his wage again fixed in manner prescribed by this clause: Provided that in the case of any person whose wage is so fixed by reason of old age or permanent disability it may be fixed for such longer period as such Inspector or other person shall think fit.

(c) Notwithstanding the foregoing, it shall be competent for a worker to agree in writing with the president or secretary of the union upon such wage without having the same so fixed.

(d) It shall be the duty of the union to give notice to the Inspector of Awards of every agreement made with a worker pursuant hereto.

(e) It shall be the duty of an employer, before employing a worker at such lower wage, to examine the permit or agreement by which such wage is fixed.

Application of Award.

22. This award shall apply to the original parties named herein, and shall extend to and bind as subsequent party hereto every trade-union, industrial union, industrial association, or employer who, not being an original party hereto, is, when the award comes into force or at any time whilst this award is in force, connected with or engaged in the industry to which this award applies within the industrial district to which this award relates.

Scope of Award.

23. This award shall operate throughout the Westland Industrial District.

Term of Award.

24. This award, in so far as it relates to wages, shall be deemed to have come into force on the 6th day of October, 1941, and so far as all the other conditions of this award are

concerned it shall come into force on the day of the date hereof; and this award shall continue in force until the 6th day of January, 1942.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the Court hath hereunto set his hand, this 4th day of November, 1941.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM.

This award embodies the terms of settlement arrived at by the assessors in Conciliation Council.

Wages have been made payable retrospectively by agreement of the parties.

A. TYNDALL, Judge.

NEW ZEALAND METAL TRADES' EMPLOYEES.—
INTERPRETATION.

In the Court of Arbitration of New Zealand, Canterbury Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments; and in the matter of a case stated for the opinion of the Court by a Disputes Committee set up under clause 20 of the New Zealand Metal Trades' Employees' award, dated the 30th day of June, 1941, and recorded in Book of Awards, Vol. XLI, p. 655.

OPINION OF THE COURT, DELIVERED BY TYNDALL, J.

THE question to be decided by the Court is whether the conditions at the works of Alloy Steel (N.Z.), Ltd., are now such that the halfpenny per hour need not be paid after the 7th October, 1940. The matter has been formally referred to the Court by the Disputes Committee, which was unable to reach agreement.

After having visited the foundry of Alloy Steel (N.Z.), Ltd., on the 5th August, 1941, we are of the opinion that the conditions have not been sufficiently improved by the installation of a fan in the wall of the foundry to justify the cessation of the special payment of a halfpenny per hour extra to moulders while engaged in moulding for or casting steel.

Dated this 5th day of November, 1941.

[L.S.]

A. TYNDALL, Judge.

**WELLINGTON INDUSTRIAL DISTRICT LAUNDRY WORKERS,
DYERS, AND DRY CLEANERS.—STRIKING OUT PARTY
FROM AWARD.**

In the Court of Arbitration of New Zealand, Wellington Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments; and in the matter of the Wellington Industrial District Laundry Workers, Dyers, and Dry Cleaners' award, dated the 11th day of February, 1941, and recorded in Book of Awards, Vol. XLI, p. 66.

Wednesday, the 5th day of November, 1941.

IN pursuance and exercise of the powers conferred on the Court by section 92 (1) (a) of the Industrial Conciliation and Arbitration Act, 1925, and for the purpose of remedying a defect in the Wellington Industrial District Laundry Workers, Dyers, and Dry Cleaners' award, dated the 11th day of February, 1941, and recorded in Book of Awards, Vol. XLI, p. 66, this Court, by its duly appointed delegate, doth order as follows:—

1. That the name of the following party be and it is hereby struck out from the list of parties to the said award:—

Wanganui Collegiate School, Wanganui.

2. That this order shall operate and take effect as from the day of the date hereof.

[L.S.] J. A. GILMOUR, Stipendiary Magistrate,
Acting as a duly appointed delegate
of the Court of Arbitration.

MEMORANDUM.

The foregoing order has been made after hearing the representations of the parties.

No other schools are named as parties to laundry workers' awards in the Dominion, and in a recent Northern Laundry Workers' dispute colleges that had been cited were struck out by agreement of the parties.

See also memorandum of O'Regan, J. (Book of Awards, Vol. XXXVII, p. 2354).

J. A. GILMOUR, Stipendiary Magistrate.

**OHINEMURI AND WAIHI ENGINE-DRIVERS, WINDERS, MOTOR-
MEN, AND FIREMEN.—INTERPRETATION.**

In the Court of Arbitration of New Zealand, Northern Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments; and in the matter of an application by the Inspector of Awards, Tauranga, for interpretation of the Ohinemuri and Waihi Engine-drivers, Winders, Motormen, and Firemen's award, dated the 10th day of December, 1937, and recorded in Book of Awards, Vol. XXXVII, p. 2758.

Overtime, Payment for—Sunday Work—Anzac Day—“ Ordinary Working-week ” for Shift-workers—Engine-drivers—Jurisdiction—Mining Act, 1926, Section 260.

The award provided—

“ 1. (c) The ordinary hours of work for winding-engine drivers at No. 5 shaft shall be forty per week, to be worked in five shifts of not more than eight hours each week, including crib-time.

“ (e) The ordinary hours of work for . . . and for employees on electric motors in the power-house at Waihi shall be forty per week, to be worked in shifts of not more than eight hours, including crib-time.

“ 3. (a) Overtime shall be paid for at the rate of time and a half for the first three hours and thereafter at double time rates.

“ (b) All work done on Sunday, New Year's Day, Boxing Day, Good Friday, Easter Monday, the Sovereign's Birthday, Labour Day, and Christmas Day shall be paid for at the rate of double time.”

Workers covered by subclauses (c) and (e) of clause 1 were employed for six shifts of eight hours each from Monday, 22nd April, to Saturday, 27th April, both days inclusive, a total of forty-eight hours. They were paid at ordinary rates for each day except Thursday, the 25th April (Anzac Day), for which they received Sunday rates.

Held, (1) That subclauses (c) and (e) of clause 1 permitted the spread of the ordinary hours of work from Sunday to Saturday, both days inclusive, and Sunday and other holidays were part of the ordinary working-week so far as the shift-workers covered by these subclauses were concerned. Anzac Day by virtue of the provisions of the Anzac Day Act, 1920, was to be regarded as a Sunday and therefore must also be regarded as part of the ordinary working-week of such workers. The rates payable to the workers in question were therefore—Monday, Tuesday, and Wednesday, ordinary rates; Thursday (Anzac Day), double time rates; Friday, ordinary rates; Saturday three hours at time and a half and five hours at double time rates.

(2) Although the Mining Act, 1926, provided in section 260 that workmen should not be employed on Sunday except with the previous written authority of the Inspector of Mines, the provisions of the award relating to Sunday work were not *ultra vires* the Court as being contrary to the section, but they should be regarded as having been framed in anticipation of the issuance of the necessary authority by the Inspector of Mines.

WHEREAS by the Ohinemuri and Waihi Engine-drivers, Winders, Motormen, and Firemen's award dated the 10th day of December, 1937, and recorded in Book of Awards, Vol. XXXVII, p. 2758, it was directed, *inter alia*, as follows:—

Clause 1.—(c) The ordinary hours of work for winding-engine drivers in charge of compressors at No. 5 shaft shall be forty per week, to be worked in five shifts of not more than eight hours each, including crib-time.

(e) The ordinary hours of work for transformer-house attendants at Waikino and for employees on electric motors in the power-house at Waihi shall be forty per week, to be worked in shifts of not more than eight hours, including crib-time.

Clause 3.—(a) Overtime shall be paid for at the rate of time and a half for the first three hours, and thereafter at double time rates.

(b) All work done on Sunday, New Year's Day, Boxing Day, Good Friday, Easter Monday, the Sovereign's Birthday, Labour Day, and Christmas Day shall be paid for at the rate of double time.

And whereas by the Anzac Day Act, 1920, and its amendments, it was directed, *inter alia*, “ . . . the twenty-fifth day of April in each year . . . shall be known as Anzac Day and shall be observed throughout New Zealand in all respects as if Anzac Day were a Sunday.” And whereas questions have arisen as to the interpretation of the award to the following purport:—

What are the rates per shift for—

(a) Winding-engine drivers in charge of compressors at No. 5 shaft; and

(b) Employees on electric motors in the power-house at Waihi,—

who worked the following shifts from Monday the 22nd April, 1940, to Saturday the 27th April, 1940, both dates inclusive:—

First shift, Monday, 22nd April	..	8 hours.
Second shift, Tuesday, 23rd April	..	8 hours.
Third shift, Wednesday, 24th April	..	8 hours.
Fourth shift, Thursday (Anzac Day), 25th April	..	8 hours.
Fifth shift, Friday, 26th April	..	8 hours.
Sixth shift, Saturday, 27th April	..	8 hours.

Total 48 hours.

It is agreed by the parties to the dispute that sub-clauses (c) and (e) of clause 1 permit the spread of the ordinary hours of work from Monday to Saturday, both days inclusive.

INSPECTOR'S STATEMENT.

For the week ending 27th day of April, 1940, winding-engine drivers in charge of compressors at No. 5 shaft and employees on electric motors in the power-house at Waihi were paid the following rates:—

First shift, Monday, 22nd April: 8 hours ordinary rates.

Second shift, Tuesday, 23rd April: 8 hours ordinary rates.

Third shift, Wednesday, 24th April: 8 hours ordinary rates.

Fourth shift, Thursday, 25th April: 8 hours Sunday rates.

Fifth shift, Friday, 26th April: 8 hours ordinary rates.

Sixth shift, Saturday, 27th April: 8 hours ordinary rates.

And whereas the Inspector of Awards at Tauranga has made application to the Court for interpretation of the said award.

OPINION OF THE COURT, DELIVERED BY TYNDALL, J.

The Inspector's application for interpretation includes the following statement:—

"It is agreed by the parties to the dispute that subclauses (c) and (e) of clause 1 permit the spread of the ordinary hours of work from Monday to Saturday both days inclusive."

At the hearing of the application, however, Mr. Campbell, on behalf of the New Zealand Engine-drivers, River Engineers, Marine-engine Drivers, Greasers, Firemen, and Assistants' Industrial Union of Workers, submitted that the two subclauses above mentioned must be interpreted, in the absence of express conditions to the contrary, as conferring upon the employer the right, subject only to one condition, to have work performed on every day of every week over the entire year, the one condition being that the ordinary hours of work shall be forty per week, to be worked as follows:—

(a) By workers under subclause (c), in five shifts of not more than eight hours each:

(b) By workers under subclause (e), in shifts of not more than eight hours.

In other words, he contends that subclauses (c) and (e) of clause 1 of the award permit the spread of the ordinary hours of work from Sunday to Saturday, both days inclusive.

We are disposed to agree with this contention, particularly in view of the fact that in subclauses (d) and (g) of the same clause of the award the ordinary hours of work are limited to certain days of the week, while in subclauses (a), (b), (c), and (e) there is no limitation whatever of a similar nature. Further, it is a matter of common knowledge in the industry covered by the award that at least some of the workers covered by the last-mentioned four subclauses have for years been required to work regular Sunday shifts because of the exigencies associated with the operations of the company, which is the only employer bound by the award. The Court was also informed at the hearing that transformer-house attendants at Waikino, who are covered by clause 1 (e), work only five shifts a week, including one Sunday shift regularly in rotation. It is true that under section 260 of the Mining Act, 1926, it is not lawful for the company directly or indirectly to employ any workmen on Sunday for hire or reward except in cases where the previous authority in writing of an Inspector of Mines has been obtained, but we feel that the various subclauses of clause 1 have been framed in the anticipation of the issuance of the necessary authorities to the employer under the Mining Act.

Clause 3 of the award is headed "Overtime and Holidays." Clause 3 (a) deals directly with overtime only. Clause 3 (b) prescribes special rates for all work done on Sundays and certain specified holidays. For the purposes of this award Sunday appears to be classed as a holiday.

We regard both Sunday and other holidays referred to in clause 3 (b) as part of the ordinary working-week in so far as the shift-workers covered by clauses 1 (c) and 1 (e) are concerned.

The Anzac Day Act, 1920, as amended by the Anzac Day Amendment Act, 1921-22, provides that Anzac Day shall be observed in all respects as if it were a Sunday. Consequently we hold that Anzac Day must also be regarded as part of the ordinary working-week of the aforementioned shift-workers. We are of the opinion, therefore, that the rates payable under the award to winding-engine drivers in charge of compressors at No. 5 shaft and to employees on electric motors in the power-house at Waihi for the week ending 27th April, 1940, are as follows:—

First shift, Monday, 22nd April: 8 hours at ordinary rates.

Second shift, Tuesday, 23rd April: 8 hours at ordinary rates.

Third shift, Wednesday, 24th April: 8 hours at ordinary rates.

Fourth shift, Thursday (Anzac Day), 25th April: 8 hours at double time rates.

Fifth shift, Friday, 26th April: 8 hours at ordinary rates.

Sixth shift, Saturday, 27th April: 3 hours at time and a half and 5 hours at double time rates.

Dated this 30th day of October, 1941.

[L.S.]

A. TYNDALL, Judge.

**GREY ELECTRIC-POWER BOARD ELECTRICAL WORKERS,
LINESMEN, AND ASSISTANTS.—INDUSTRIAL AGREEMENT.**

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, and its amendments, this 20th day of October, 1941, between the New Zealand (except Northern Industrial District) Amalgamated Engineering and Related Trades' Industrial Union of Workers (hereinafter referred to as "the union"), of the one part, and the Grey Electric-power Board (hereinafter referred to as "the employers"), of the other part, whereby it is mutually agreed by and between the said parties hereto as follows, that is to say:—

1. That the terms, conditions, stipulations, and provisions contained and set out in the schedule hereto shall be binding upon the said parties, and they shall be deemed to be and are hereby incorporated in and declared to form part of this agreement.

2. The said parties hereto shall respectively do, observe, and perform every matter and thing by this agreement and by the said terms, conditions, stipulations, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this agreement or of the said terms, conditions, stipulations, and provisions, but shall in all respects abide by and perform the same.

SCHEDULE.

Interpretation.

1. (a) "Inspectors' work" means and includes the inspecting and testing of consumers' installations, installing meters and other instruments and installing and maintaining such of the electrical plant as comes within the scope of the Electrical Supply and Wiring Regulations 1935.

(b) "Technical assistant" means a worker who investigates sources of trouble on the system and installs instruments and equipment necessary in such investigations, carries out maintenance on instruments and plant where superior technical knowledge is required.

(c) "Servicemen's work" shall consist of attending to all faults and repairs upon reticulations and distributing systems, consumers' installations, and all appliances.

(d) "Linesmen's work" shall mean and include the complete installation of overhead and underground electric-power mains from the supply-station to the point of connection to the consumer, and the erection and connecting-up of transformers and street lamps.

(e) "Linesmen's assistants' work" shall mean and include the carrying-out of all necessary work in assisting linesmen and under their direction. In every gang of less than five men, including the ganger, there shall be one or more linesmen other than the ganger. In every gang of five men or more, excluding the ganger, there shall be at least two linesmen other than the ganger.

(f) "Ganger" shall mean and include any man placed in charge of two or more men.

Wages.

2. (a) Inspectors shall be paid not less than £312 per annum.

(b) Technical assistants shall be paid not less than £312 per annum.

(c) Servicemen shall be paid not less than £6 10s. per week.

(d) Linesmen shall be paid not less than 2s. 9½d. per hour.

(e) Linesmen's assistants shall be paid not less than 2s. 7½d. per hour.

(f) Gangers shall receive 1s. 6d. per day in excess of the rate prescribed in subclause (e) hereof for linesmen.

(g) Any man temporarily employed as a ganger shall receive ganger's wages for that day and for subsequent days during which he is so employed.

(h) Linesmen's assistants who are temporarily employed as linesmen shall receive linesmen's rate of pay for such time as they are so employed.

(i) Workers who are instructed to stand by between the hours of 5 p.m. and 8 a.m. shall be paid one hour's pay at ordinary rates if not called out. If called out, overtime rates as set out in clause 5, subclause (a), shall be paid.

(j) Wages shall be paid not later than 5 p.m. on the usual day that payment of wages is made. Suitable provision shall be made for the payment of wages where workers are detained through the nature of their employment.

(k) All rates of remuneration, including wages, overtime, and other special payments provided for in this award, shall be subject to the provisions of the general order dated 9th August, 1940, under the Rates of Wages Emergency Regulations 1940, increasing rates of remuneration by an amount equal to 5 per cent. thereof.

Dirty Work.

3. Dirt-money at the rate of 1s. 6d. per day or part thereof shall be paid for all work done by any worker coming within the scope of this agreement in storage-battery work, or on such other work as may be mutually agreed upon as coming within the definition of "dirty work."

Hours of Work.

4. Forty hours shall constitute an ordinary week's work and eight hours shall constitute an ordinary day's work. Save as hereinafter provided, the working-hours shall be between the hours of 8 a.m. and 5 p.m. on five days of the week, from Monday to Friday inclusive.

Overtime.

5. (a) All time worked in any one day outside or in excess of the hours prescribed in clause 4 hereof shall be paid for at the rate of time and a half for the first two hours and double time thereafter.

(b) Save in exceptional circumstances, of which the Board's Engineer shall be the sole judge, no man shall work more than thirty-two hours overtime in any four-weekly period.

(c) If a worker is called from his home to work outside ordinary working-hours he shall be paid for time occupied by him in travelling from and returning to his home, calculated on the basis of three miles per hour, with a minimum of one hour's pay.

(d) The employer shall allow meal-money at the rate of 1s. 6d. per meal when workers are required to work after 6 p.m., provided that such workers cannot reasonably get home to their meals. Supper and crib time when working overtime shall be paid for.

(e) Any worker having performed his ordinary day's work and having worked overtime at rates as provided herein until the ordinary time for commencing work next day, and being then required to continue working, shall be paid double time rates so long as he works continuously thereafter.

Holidays.

6. (a) The following shall be the recognized holidays, and no deductions from wages shall be made in respect to such holidays. New Year's Day, Good Friday, Easter Monday, Anzac Day, birthday of the reigning Sovereign, Labour Day, Christmas Day, Boxing Day, and one other day, of which at least three days' notice shall be given, to be mutually arranged between parties, always provided that should any of the above fall on a Saturday or Sunday the holiday or holidays shall be observed on the following day or days.

(b) All workers who have been employed for a period of three months or more shall be entitled to ordinary wages in respect of the holidays mentioned: Provided any of these holidays do not fall on a Saturday or Sunday.

(c) For all time worked on all recognized holidays time and a half shall be paid in addition to the day's pay. For work performed on Sundays, double time shall be paid.

(d) All employees coming within the scope of this agreement on completion of twelve months' service shall be allowed leave of ten consecutive working-days on full pay.

Country Work.

7. (a) "Country work" means work done by a worker in such a locality as to necessitate his lodging elsewhere than at his genuine place of residence in New Zealand and involving extra cost to such worker.

(b) The provisions herein contained relative to country work shall apply whether or not the worker prior to his accepting such country work is already in the service of the employer or whether the worker is engaged at the place where the work is to be done or elsewhere, and irrespective of the employer's place of business: Provided that these conditions shall not apply in the case of a permanent shift.

(c) Time occupied in travelling during ordinary working-hours, once each way, shall be paid for at ordinary rates; but no worker shall be paid more than an ordinary day's wages for any day occupied by him in travelling, although the hours may exceed eight, unless he is on the same day

occupied in working for his employer, in which case overtime rates shall be paid for travelling outside working-hours: Provided that every worker required to travel more than four hours on Saturday or other holiday shall be paid for eight hours.

(d) The employer shall convey the worker free of charge, or pay his fare, to and from country work, but once only during the continuance of the work, and once each week. If, however, the worker is withdrawn from such work by the employer, or if he returns therefrom requiring medical attention in consequence of accident or sickness arising out of and in the course of the employment, and is, in either case, again required on the work, the employer shall again convey him or pay his fare to and from such work.

(e) Workers employed on country work shall be provided by the employer with suitable board and lodging free of charge, or the employer shall pay 5s. per day in lieu thereof, but not exceeding 30s. per week: Provided that where, through circumstances within the control of the employer, a worker is employed upon country work for less than six consecutive days the employer shall provide such board and lodging and may not elect to make such payment in lieu thereof.

General Provisions.

8. (a) All necessary tools, including one knife each year, shall be provided by the employer.

(b) Two men shall be appointed to a ladder where men are working on live conductors.

(c) Ladders shall not have metal conductors attached to them.

(d) Overcoats, canvas leggings, and gum boots shall be supplied where necessary once each year to workers free of charge for use at work only, except when damaged in course of employment, and then at Engineer's discretion.

(e) Workers required to service faults after their day's work has been completed shall receive a minimum of one hour at overtime rates.

(f) When a worker coming within the scope of this agreement is required to drive a van, car, or truck in the performance of his work he shall be provided with a driver's license.

(g) A St. John first-aid outfit shall be supplied to each gang, and a similar outfit shall be kept in a central place.

Under-rate Workers.

9. (a) Any worker who considers himself incapable of earning the minimum wage fixed by this agreement may be paid such lower wage as may from time to time be fixed, on the application of the worker after due notice to the union, by the local Inspector of Awards or such other person as the Court may from time to time appoint for that purpose; and such Inspector or other person in so fixing such wage shall have regard to the worker's capability, his past earnings, and such other circumstances as such Inspector or other person shall think fit to consider after hearing such evidence and argument as the union and such worker shall offer.

(b) Such permit shall be for such period, not exceeding six months, as such Inspector or other person shall determine, and after the expiration of such period shall continue in force until fourteen days' notice shall have been given to such worker by the secretary of the union requiring him to have his wage again fixed in manner prescribed by this clause: Provided that in the case of any person whose wage is so fixed by reason of old age or permanent disability it may be fixed for such longer period as such Inspector or other person shall think fit.

(c) Notwithstanding the foregoing, it shall be competent for a worker to agree in writing with the president or secretary of the union upon such wage without having the same so fixed.

(d) It shall be the duty of the union to give notice to the Inspector of Awards of every agreement made with a worker pursuant hereto.

(e) It shall be the duty of an employer, before employing a worker at such lower wage, to examine the permit or agreement by which such wage is fixed.

Preference.

10. Workers to be members of the New Zealand (except Northern Industrial District) Amalgamated Engineering and Related Trades' Industrial Union of Workers, provided such members are available, and provided membership of the union is open to all workers of good character and sober habits for an entrance fee not exceeding 5s. and a subsequent weekly payment not exceeding 9d.

Matters not provided for.

11. Any dispute in connection with any matter not provided for in this agreement shall be settled between the particular employer concerned and the authorized officer of

the union, and in default of any agreement being reached, then such dispute shall be referred to the Conciliation Commissioner for the district, who may either decide the same or refer the matter to the Court. Either party, if dissatisfied with the decision of the Commissioner, may appeal to the Court upon giving written notice to the other party within fourteen days after such decision shall have been communicated to the party desiring to appeal.

Terms of Agreement.

12. This industrial agreement shall operate from the 20th day of October, 1941, to the 20th day of October, 1942.

Signed for and on behalf of the union—

[L.S.]

H. GUNNS, President.

G. T. THURSTON, Secretary.

Signed for and on behalf of the employers—

Grey Electric-power Board:

W. S. MCCLYMONT, Secretary.

WELLINGTON INDUSTRIAL DISTRICT STOCK AND STATION AGENTS' CLERICAL EMPLOYEES.—INDUSTRIAL AGREEMENT.

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, this 9th day of October, 1941, between the Wellington Stock and Station Agents' Clerical Workers' Industrial Union of Workers (hereinafter referred to as "the industrial union"), of the one part, and the employers whose names and execution of this industrial agreement appear in the schedule hereto (such employers being hereinafter referred to as "the employers"), of the other part: Whereas the industrial union and the employers made and entered into an industrial agreement in pursuance of the said Act on the 21st day of October, 1940, a copy of which is attached hereto and marked with the letter "A": And whereas the term of such industrial agreement was therein expressed to be from the date of the making thereof—namely, the 21st day of October, 1940—until the 31st day of August, 1941: And whereas the industrial union and the employers are desirous of renewing the said industrial agreement, subject to variation as hereinafter mentioned, for a term from the date of making hereof until the 31st day of August, 1942: And whereas the industrial union and the employers are desirous of varying the said industrial

agreement dated the 21st day of October, 1940, as renewed by this agreement, by providing therein that the said industrial agreement as renewed shall be deemed to be subject to the provisions of any further general order of the Court of Arbitration relating to rates of remuneration: Now, therefore, it is hereby agreed and declared between the parties hereto as follows:—

1. That the said industrial agreement dated the 21st day of October, 1940, is hereby renewed (subject to the variation thereof set out in clause 2 hereof) for a term from the date of the making hereof until the 31st day of August, 1942.

2. That the said industrial agreement dated the 21st day of October, 1940, is hereby varied by adding to clause 22 thereof the following words: "This industrial agreement shall be deemed to be subject to the provisions of any further general order of the Court of Arbitration relating to rates of remuneration."

In witness whereof the parties hereto have set their hands the day and year first above written.

The Wellington Stock and Station Agents' Clerical Workers' Industrial Union of Workers—

[L.S.]

G. E. MACLACHLAN, President.

A. HUGHES, Secretary.

Witness—W. C. Richards, Clerk, Wellington.

SCHEDULE.

Murray, Roberts, and Co., Ltd.—

Murray, Roberts, and Co., Ltd.:

ALEX. F. ROBERTS, Managing Director.

Witness—G. L. Clark, Clerk, Wellington.

Dalgety and Co., Ltd.—

Dalgety and Co., Ltd.:

T. A. MOODIE, Superintendent for N.Z.

Witness—J. H. McIlroy, Secretary, Wellington.

Wright, Stephenson, and Co., Ltd.—

Wright, Stephenson, and Co., Ltd.:

D. ALLAN, Director.

Witness—R. Nichol, Secretary, Wellington.

Abraham and Williams, Ltd.—

Abraham and Williams, Ltd.:

D. ALLAN, Director.

Witness—R. Nichol, Secretary, Wellington.

Levin and Co., Ltd.—

Levin and Co., Ltd.:

J. DUNCAN, Managing Director.

Witness—A. D. S. Duncan, Secretary, Wellington.

The Hawke's Bay Farmers' Co-operative Association, Ltd.—

For and on behalf of The Hawke's Bay Farmers'

Co-operative Association, Ltd.:

E. J. PHILLIPS, Secretary.

Witness—F. F. Cane, Clerk, Napier.

De Pelichet, McLeod, and Co., Ltd.—

De Pelichet, McLeod, and Co., Ltd.:

M. GREENWOOD, Managing Director.

Witness—B. McCorkindale, Secretary, Hastings.

Williams and Kettle, Ltd.—

Williams and Kettle, Ltd.:

L. C. BOLLS, General Manager.

Witness—E. Burkitt, Secretary.

Freeman R. Jackson and Co., Ltd.—

Freeman R. Jackson and Co., Ltd.:

J. F. CAMERON, Secretary.

Witness—F. Moffatt, Director.

The Farmers' Co-operative Organization Society of New Zealand, Ltd.—

**For and on behalf of The Farmers' Co-operative
Organization Society of N.Z., Ltd.:**

C. G. TROTTER, General Manager.

Witness—Nelson G. Meuli, Accountant.

For and on behalf of the N.Z. Farmers' Co-op. Distributing Co., Ltd.—

**For and on behalf of the New Zealand Farmers'
Co-op. Distributing Co., Ltd.:**

W. C. FOWLER, General Manager.

Witness—V. R. Lawrence, Secretary.

New Zealand Loan and Mercantile Agency Co., Ltd.—
For and on behalf of New Zealand Loan and
Mercantile Agency Co., Ltd.:

FRANK BUSHELL, Superintendent for N.Z.

Witness—J. W. Mackisack, Inspector, Wellington.

" A."

SCHEDULE " A."

Classes of Employees.

1. (a) This agreement shall apply to all employees engaged substantially in writing, typing, or any form of clerical work in any office or warehouse of any employer bound as a party to this agreement. It shall not apply to persons who are substantially employed as messengers or to persons who are in receipt of four hundred pounds (£400) per year or over.

(b) This agreement shall apply to the original parties named herein, and shall extend to and bind as a subsequent party hereto every trade-union, industrial union, industrial association, or employer who, not being a party hereto, is, when this agreement comes into force or at any time whilst this agreement is in force, connected with or engaged in the stock and station agents' industry within the Wellington Industrial District.

Salaries.

2. (a) Subject always to the provisions of the Industrial Conciliation and Arbitration Amendment Act, 1936, relating to the basic rate of wages and to the order of the Court made thereunder, and subject also to any statutory provisions affecting the rate of salaries payable to employees, the following shall be the minimum rate of salaries which shall be paid by the employers to the employees of the clerical staff employed by them respectively:—

Males—	Per Year.		
	£	s.	d.
First six months	52	0	0
Second six months	65	0	0
Third six months	78	0	0
Fourth six months	91	0	0
Fifth six months	104	0	0
Sixth six months	117	0	0
Fourth year	145	0	0
Fifth year	180	0	0

Males—continued.

			Per Year.		
			£	s.	d.
Sixth year	..	..	205	0	0
Seventh year	..	..	235	0	0
Eighth year	..	..	255	0	0
Ninth year	..	..	275	0	0
Tenth year	..	..	290	0	0
Eleventh year	..	..	300	0	0
Twelfth year	..	..	312	0	0

Females—

First six months	..	..	52	0	0
Second six months	..	..	65	0	0
Third six months	..	..	78	0	0
Fourth six months	..	..	90	0	0
Fifth six months	..	..	101	0	0
Sixth six months	..	..	114	0	0
Fourth year	..	..	120	0	0
Fifth year	..	..	140	0	0
Sixth year	..	..	160	0	0

(b) Females engaged substantially in operating ledger-posting machines shall be paid not less than five shillings (5s.) per week more than the above rates.

(c) No employee whose salary or wage is increased in consequence of this agreement shall be discharged in consequence of this agreement, nor shall any employee who on the coming into operation of this agreement is in receipt of a higher salary than that provided in the scale have his or her salary reduced.

(d) The above rate of salaries shall be payable to employees as from the 1st day of September, 1940.

Board Allowance to Juniors transferred.

3. Junior employees living at home if transferred from their home town during the first, second, third, fourth, or fifth year of service shall be paid a boarding-allowance in addition to salary as provided by scale as follows:—

During the first, second, or third year	£	s.	d.
of service	40	0	0
During the fourth year of service ..	30	0	0
During the fifth year of service ..	20	0	0

No employee who is in receipt of the basic wage or a salary in excess of the basic wage shall be entitled to receive boarding-allowance under this clause. For the purpose of this clause a "junior employee" shall be deemed to be any employee who has not completed his or her fifth year of service.

Hours of Employment and Overtime.

4. (a) Subject to the provisions of the Shops and Offices Amendment Act, 1936, and the next succeeding subclause, the ordinary hours of work shall not exceed forty (40) in any one week, to be worked between the hours of 8 a.m. and 5 p.m. on five days in the week and between 8 a.m. and 12 noon on the customary half-holiday in the particular locality.

(b) It is agreed between the parties that should any substantial number of clerical workers succeed in having the five-day week made one of the conditions of employment in any industrial agreement or award subsequent to the making of this agreement, the question of a five-day week as a condition of employment for the unexpired term of this agreement may, at the option of any one or more district unions, be reopened and, if no agreement is reached, be referred to a tribunal to be composed of two (2) representatives of each side, together with an independent chairman to be mutually agreed upon or, in default of agreement, to be appointed by the Conciliation Commissioner for the district.

(c) If by agreement with the employer an employee is allowed time off to attend to private business, such time shall be made up as mutually arranged between employer and employee.

(d) Every employer bound as a party to this industrial agreement shall keep a record of all time required to be worked outside of the ordinary hours of work as defined in subclause (a) above, and shall include every employee covered by the agreement as specified in clause 1 (a) above. Such record shall be available to the union at any time.

(e) Every employee required to work two (2) hours or more beyond the ordinary hours of work as defined in subclause (a) above shall be paid in cash meal-money at the rate of two shillings (2s.) per meal.

(f) The payment of overtime shall be governed by the provisions of the Shops and Offices Amendment Act, 1936.

Casual Workers.

5. (a) A casual employee shall be one who at the time of engagement is engaged by the employer as a casual and who is employed for an aggregate period of not more than eight (8) calendar months in any continuous period of twelve (12) months.

(b) No clerk at present employed on a permanent basis shall by reason of this agreement be transferred to a casual status unless by special arrangement with the union.

(c) The rate of pay for casual workers shall not be less than—

Males—	Per Week.		
	£	s.	d.
Over twenty-one years of age	5	10	0
Under twenty-one years of age	3	10	0
Under eighteen years of age	2	0	0
Females	2	10	0

(d) Any employee engaged as a casual worker who is ultimately employed for an aggregate period of more than eight (8) calendar months in any continuous period of twelve (12) months shall thereupon cease to be a casual worker under the meaning of this clause.

(e) In any matter not otherwise covered by the provisions of this clause casual workers shall be governed by the general provisions of this agreement as if they were in fact permanent employees.

Counting of Service.

6. The service of an employee shall be counted in the following manner:—

(a) An employee shall be deemed to have completed six (6) months' service at the expiry of six months from the date on which he commenced such service.

(b) In the case of permanent workers who have previously been engaged substantially in clerical service before being employed by their present employer, the salary payable shall be in accordance with the total period of clerical service, whether such clerical service has been in the stock and station agents' industry or elsewhere. Any employee coming under the provisions of this clause shall have his or her salary increased at the proper time in accordance with clause 2, subclauses (a) and (b), as if he or she had in fact performed such years of clerical service in the stock and station agents' industry.

- (c) In the counting of clerical service it is agreed that the period or periods an employee is on holiday or absent on sick-leave shall be counted up to a maximum of three (3) months in any one calendar year.

Time of Payment of Salaries.

7. Payment of salaries shall continue to be made at the times now customary, except that payment shall not in any case be less frequent than monthly.

Termination of Employment.

8. (a) In the case of permanent employees one (1) month's notice shall be given on either side before employment may be terminated, and the employee shall be entitled to allowance or payment or *pro rata* proportion of annual leave calculated up to the termination of such notice. Alternatively, in lieu of notice by the employer payment shall be made of one (1) month's salary and *pro rata* proportion of annual leave, except in the case of misdemeanour, when the employee shall be subject to instant dismissal and any leave due shall be forfeited.

(b) Casual employees shall receive one (1) week's notice of termination of employment or one (1) week's pay in lieu of notice, except in cases of misdemeanour, when the employee shall be subject to instant dismissal.

Holidays.

9. (a) Every employee after twelve (12) months' service with the same employer shall be entitled to two (2) consecutive weeks' leave of absence per annum on full pay: Provided that where it is mutually arranged between employer and employee it may be divided into two periods of one (1) week each. Every employee with fifteen (15) years' service and over with his or her present employer shall be entitled to three (3) consecutive weeks' leave of absence per annum on full pay. The three (3) weeks' term may be divided into periods of one and two weeks by mutual arrangement between employer and employee.

(b) If such leave is not given at the time it is due, and if it is mutually agreed, such leave shall accumulate for two (2) years and then be given in one period.

(c) Unless mutually agreed to the contrary, at least fourteen (14) days' notice shall be given by the employer to any employee going on leave, and such leave when granted shall be continuous except as provided in subclause (a) hereof.

(d) The following shall be holidays without deduction from pay and shall not be considered as part of the annual leave: New Year's Day (Sunday excluded), Anzac Day, Good Friday, Easter Saturday, Easter Monday, Anniversary Day, King's Birthday, Labour Day, Christmas Day, Boxing Day (Sunday excluded), and any special date declared as a public holiday by statute or local authority: Provided, however, that when the office is closed on any day other than those enumerated above (Sunday excluded) an employee who is then on leave shall be granted in lieu thereof, without deduction of salary, an additional day to be taken as mutually arranged.

(e) In any locality where any of the above holidays are not generally observed, another holiday shall be substituted by mutual agreement between the employers and the union.

Proportion of Females to Males.

10. The proportion of female members of the union employed by an employer, except typists and machine operators, shall not exceed one to three male employees members of the union, except that where a higher proportion existed on the 1st day of September, 1939, such proportion shall be allowed to continue during the currency of this agreement.

Record of Service.

11. (a) The union shall keep a record of the service of each member.

(b) When called upon to do so by a member or an employer, the union shall furnish a certificate of such record of service.

Delegate to Union Conference.

12. Any employee appointed a delegate to a Dominion conference of delegates from Stock and Station Agents' Clerical Workers' Union shall be granted the requisite leave.

Right of Entry.

13. The secretary or other authorized officer of the union shall, with the consent of the employer (such consent not to be unreasonably withheld), be entitled to enter at all reasonable times the office or premises of any employer bound by this agreement, but not so as to impede the work of the office, for all or any of the following purposes:—

- (a) To inspect time and wages books of the employer.
- (b) To interview any worker in connection with the operation of the agreement.
- (c) To make any inquiries necessary for the effective operation of this agreement.

Conditions as to Employees.

14. Every employer shall permit his employees, should they so desire, to have their lunches on the premises during the period provided.

Travelling-expenses.

15. An employee on transfer will be reimbursed reasonable expenses for removal of furniture and effects, also actual reasonable expenses whilst in transit, and, in cases where clause 3 does not apply, terminal expenses for board where necessary (not exceeding—married men, fourteen (14) days; single men, seven (7) days. Employees on relieving duty or temporary duty will be allowed reasonable travelling and board expenses.

General.

16. Nothing in this agreement shall be held to debar the employees parties to the agreement from any benefits accruing to clerical employees generally through legislation in existence at any time, and the employers agree not to withhold from the employees such benefits, if any, because of the existence of this agreement.

Disputes.

17. The essence of this agreement being that the work of the employers shall not on any account whatsoever be impeded but shall always proceed as if no dispute had arisen, it is provided that if any dispute or difference shall arise between the parties bound by this agreement, or any of them, as to any matter whatsoever arising out of or connected therewith and not dealt with in this agreement, every such dispute

or difference shall be referred to a committee to be composed of two (2) representatives of each side, together with an independent chairman to be mutually agreed upon or, in default of agreement, to be appointed by the Conciliation Commissioner for the district. Either side shall have the right to appeal to the Court against a decision of any such committee upon giving to the other side written notice of such appeal within fourteen (14) days after decision has been made known to the party desirous of appealing.

Under-rate Workers.

18. (a) Any employee who considers himself incapable of earning the minimum salary fixed by this agreement may be paid such lower salary as may from time to time be fixed, on the application of the employee (after due notice to the secretary of the union), by the management committee of the union and the employer or such other person as the management committee and the employer may from time to time appoint for that purpose; and such person in so fixing such salary shall have regard to the employee's capabilities, his past earnings, and such other circumstances as such management committee or such other person shall think fit to consider after hearing such evidence and argument as the employee shall offer. In the event of the management committee and the employer being unable to agree, they shall appoint some other person to act as umpire in regard to the decision.

(b) Such permit shall be for such period, not exceeding six (6) months, as the person or persons fixing such salary shall determine, and after the expiration of such period shall continue in force until fourteen (14) days' notice shall have been given to such employee by the secretary of the union requiring him to have his salary again fixed in manner prescribed by this clause: Provided that in the case of any person whose salary is so fixed by reason of old age or permanent disability it may be fixed for such longer period as the parties shall think fit and shall agree upon.

(c) It shall be the duty of the union to keep a record of every agreement made with an employee pursuant hereto.

(d) It shall be the duty of the employer before employing any employee at such lower salary to examine the permit or agreement by which such salary is fixed.

Workers to be Members of Union.

19. It shall not be lawful for any employer bound by this agreement to employ or to continue to employ in any position or employment subject to this agreement any person

who is not for the time being a member of the industrial union of workers bound by this agreement or who is not for the time being a member of a trade-union which was registered as such before the 1st day of May, 1936, and which is bound by this agreement: Provided, however, that any non-unionist may be continued in any position or employment by an employer bound by this agreement during any time while there is no member of a union bound by this agreement who is available to perform the particular work required to be done and is ready and willing to undertake it.

(NOTE.—Attention is drawn to subsection (4) of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, which gives the workers the right to join the union.)

Scope of Agreement.

20. This agreement shall operate throughout the Wellington Industrial District.

Term of Agreement.

21. The term of this agreement shall be from the date of the making hereof until the 31st day of August, 1941.

22. All rates of remuneration provided for in this industrial agreement shall be deemed to be subject to the provisions of the general order dated the 9th day of August, 1940, made by the Court of Arbitration under the Rates of Wages Emergency Regulations 1940, increasing rates of remuneration by an amount equal to 5 per cent. thereof. The said increase provided for in the said order shall be added and paid in addition to all rates of remuneration hereinbefore provided for in this agreement.

23. This industrial agreement is intended to and shall supersede the industrial agreement made between the parties hereto dated the 20th day of September, 1939.

In witness whereof the parties hereto have set their hands the day and year first above written.

The Wellington Stock and Station Agents' Clerical Workers' Industrial Union of Workers—

[L.S.]

G. E. MACLACHLAN, President.

A. HUGHES, Secretary.

Witness—J. Roberts, clerk, Wellington.

SCHEDULE "B."

Murray, Roberts, and Co., Ltd.—

Murray, Roberts, and Co., Ltd.:

ALEX. F. ROBERTS, Managing Director.

Witness—G. L. Clark, Clerk, Wellington.

New Zealand Loan and Mercantile Agency Co., Ltd.—

For and on behalf of the New Zealand Loan and
Mercantile Agency Co., Ltd.:

FRANK BUSHELL, Superintendent for N.Z.

Witness—J. W. Mackisack, Company Inspector, Wellington.

Dalgety and Co., Ltd.—

Dalgety and Co., Ltd.:

T. A. MOODIE, New Zealand Superintendent.

Witness—J. H. McIlroy, Secretary, Wellington.

Levin and Co., Ltd.—

Levin and Co., Ltd.:

J. DUNCAN, Managing Director.

Witness—J. D. G. Duncan, Director, Wellington.

Wright, Stephenson, and Co., Ltd.—

Wright, Stephenson, and Co., Ltd.:

D. ALLAN, Director.

Witness—R. Nichol, Secretary, Wellington.

Abraham and Williams, Ltd.—

Abraham and Williams, Ltd.:

D. ALLAN, Director.

Witness—R. Nichol, Secretary, Wellington.

The Hawke's Bay Farmers' Co-operative Association, Ltd.—

For and on behalf of The Hawke's Bay Farmers'
Co-operative Association, Ltd.:

CHAS DOUGLAS, Assistant General Manager.

Witness—F. F. Cane, Clerk, Napier.

De Pelichet, McLeod, and Co., Ltd.—

De Pelichet, McLeod, and Co., Ltd.:

R. D. ROGERS, Managing Director.

Witness—B. McCorkindale, Company Secretary, Hastings.

Williams and Kettle, Ltd.—

Williams and Kettle, Ltd.:

L. C. ROLLS, General Manager.

Witness—E. Burkitt, Accountant, Napier.

Freeman R. Jackson and Co., Ltd.—

Freeman R. Jackson and Co., Ltd.:

F. MOFFATT.

Witness—C. W. Horne, Accountant, Wanganui.

The Farmers' Co-operative Organization Society of New Zealand, Ltd,—

For and on behalf of The Farmers' Co-operative Organization Society of N.Z., Ltd.:

C. G. TROTTER, General Manager.

Witness—G. Cruickshank, Clerk, Hawera.

For and on behalf of N.Z. Farmers' Co-op. Distributing Co., Ltd.—

For and on behalf of N.Z. Farmers' Co-op. Distributing Co., Ltd.:

W. C. FOWLER, General Manager.

Witness—V. R. Laurence, Secretary.

NORTHERN INDUSTRIAL DISTRICT BRICK, TILE, AND POTTERY WORKERS.—AWARD.

In the Court of Arbitration of New Zealand, Northern Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments; and in the matter of an industrial dispute between the Auckland Brick, Tile, Pottery, Clay, and Concrete Ware Employees' Industrial Union of Workers (hereinafter called "the union") and the undermentioned firms and companies (hereinafter called "the employers") :—

Amalgamated Brick and Tile Co., Ltd., Queen's Arcade, Auckland C. 1.

Auckland Gas Co., Ltd. (Brickyard), Devonport, Auckland N. 1.

Crum Brick and Tile Co., Ltd., New Lynn, Auckland S.W. 4.

Clarks Potteries, Ltd., Taylor's Road, Avondale, Auckland S.W. 3.

Glen Afton Potteries, Ltd., Glen Afton.

Huntly Brickworks, Ltd., Huntly.

Kamo Potteries, Ltd., Kamo.

Te Kuiti Brickworks, Te Kuiti.

Te Awamutu Brickworks, Ltd., Te Awamutu.

Waitakere Brick and Tile Co., Ltd., City Chambers,
Auckland C. 1.

Winstone's Roofing-tile Works, Ltd., Box 8, Taumarunui.

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the above-mentioned dispute, and having heard the union by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, doth hereby order and award:—

That, as between the union and the members thereof and the employers and each and every of them, the terms, conditions, and provisions set out in the schedule hereto and of this award shall be binding upon the union and upon every member thereof and upon the employers and upon each and every of them, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this award; and, further, that the union and every member thereof and the employers and each and every of them shall respectively do, observe, and perform every matter and thing by this award and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this award or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same. And the Court doth hereby further award, order, and declare that any breach of the said terms, conditions, and provisions set out in the schedule hereto shall constitute a breach of this award, and that a penalty as by law provided shall be payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect on the 10th day of November, 1941, and shall continue in force until the 10th day of November, 1943, and thereafter as provided by subsection (1) (d) of section 89 of the Industrial Conciliation and Arbitration Act, 1925.

In witness whereof the seal of the Court of Arbitration hath hereto been affixed, and the Judge of the Court hath hereunto set his hand, this 4th day of November, 1941.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE.

Industry to which Award applies.

1. This award shall apply to the manufacture of all clay, pottery, and porcelain products, whether glazed or unglazed, consisting of clay in any proportion requiring to be burnt or baked.

Hours of Work.

2. (a) Forty hours shall constitute a week's work. The ordinary hours of work shall be eight each day on five days of the week, to be worked between the hours of 7.30 a.m. and 5 p.m. from Monday to Friday, both days inclusive, except in the case of burners and those workers referred to in the following subclauses hereof: Provided that work up to one hour per day may be performed at ordinary rates of pay outside the above hours to make up time lost through bad weather or breakdown of plant.

(b) Subject to the provisions of subclause (a) hereof, the daily hours shall be regulated according to the custom in each establishment, and any dispute arising in connection with the arrangement of such hours shall be settled in the manner hereinafter prescribed for the settlement of disputes.

(c) In the case of factories employing under fifty men, four emergency men shall be allowed to work on Saturday mornings when required; and in the case of factories employing over fifty men, five men shall be allowed to work on Saturday mornings. Work done under this subclause shall not exceed four hours in any one day and shall be paid for at ordinary rates of pay.

(d) Burners of intermittent kilns may be required to work shifts. If so required, the normal week's work shall be forty hours. If required, a further two hours may be worked at ordinary rates of pay. Any time worked in excess of forty-two hours shall be paid for at overtime rates, irrespective of the fact that some part of the forty-two hours has been worked on Saturday or Sunday.

(e) Burners on continuous kilns may be worked in shifts of eight hours, inclusive of meals. The week's work shall not average more than forty-two hours per week over each four-weekly period. Burners shall have the right to arrange a roster in conformity with the foregoing, subject to the approval of the employer.

(f) Workers, with the exception of burners, shall not be required to work continuously for more than four and a quarter hours without an interval of at least three-quarters of an hour for a meal.

(g) The kilns of Winstones' Roofing-tile Works, Ltd., at Taumarunui shall, for the purposes of subclause (e) hereof, be considered continuous kilns.

Wages.

3. (a) The following shall be the minimum rates of wages for the respective classes of workers:—

Adults—	Per Hour.		
	s.	d.	
Flangers and moulders	2	9	
Stickers	2	7½	
Setters and drawers	2	6½	
Quarrymen using explosives	2	6½	
Finishing burners	2	6½	
Burners	2	5½	
Clay-pitmen	2	5½	
All other workers	2	5	

(b) Workers engaged on cleaning flues of continuous kilns shall be paid 1s. 6d. per day extra as dirt-money.

(c) Burners and finishing burners engaged on afternoon and night shift shall be paid 1s. 6d. shift allowance for each such shift.

(d) Workers under and up to the age of twenty-one years:—

	Per Week.		
	£	s.	d.
Under 16 years of age	1	5	0
16 to 16½	1	10	0
16½ to 17	1	15	0
17 to 17½	2	0	0
17½ to 18	2	5	0
18 to 18½	2	10	0
18½ to 19	2	15	0
19 to 19½	3	0	0
19½ to 20	3	5	0
20 to 20½	3	15	0
20½ to 21	4	0	0

Thereafter adult rates.

(e) The proportion of youths employed shall not exceed two youths to seven adults. In the event of the cessation of work in the brick department of any establishment, the

matter of proportion of youths in other departments shall be subject to arrangement by the Disputes Committee. In special circumstances the proportion of youths may be varied as is mutually agreed upon between the individual employer and the union concerned.

(f) Piecework shall be prohibited except in the case of Glen Afton Potteries. Workers employed by this firm on piecework shall be paid a rate that will enable them to earn at least 10 per cent. in excess of the rates set out in this award.

(g) Nothing in this clause shall operate so as to reduce the present wages of any employee in the industry.

Increase in Rates of Remuneration.

4. All rates of remuneration, including time and piece wages and overtime and other special payments provided for in this award, shall be subject to the provisions of the general order dated 9th August, 1940, under the Rates of Wages Emergency Regulations 1940, increasing rates of remuneration by an amount equal to 5 per cent. thereof.

Overtime.

5. (a) All time worked in excess of the hours provided in clause 2 hereof (except as otherwise prescribed) shall be considered overtime, and shall be paid for at the rate of time and a half for the first three hours and double time thereafter.

(b) Overtime shall be calculated daily.

(c) In the event of a worker working overtime for more than one hour without having received notice the previous day, he shall be paid 1s. 6d. tea-money.

Holidays.

6. (a) The following shall be observed as full holidays without deduction from pay: Christmas Day, Boxing Day, New Year's Day, Good Friday, Easter Monday, Anzac Day, Labour Day, and the birthday of the reigning Sovereign, and one other day to be mutually agreed upon.

(b) Payment of wages for the said holidays shall be made to all persons who have been employed in the factory during the fortnight ending on the day on which the holiday occurs.

(c) Every person who is actually employed on any statutory holiday shall, in addition to the payment to which he is entitled under the foregoing subclause, be paid therefor in accordance with the Factories Act and its amendments.

(d) All employees coming within the scope of this award on completion of twelve months' service shall be allowed annual leave of five consecutive days. Workers whose service is terminated, other than for misconduct, after three months' service shall be entitled to a proportionate holiday, or pay in lieu thereof.

(e) Where practicable, such holidays shall be given in proximity to the Christmas holidays, or at such other time as is mutually agreed upon.

General Conditions.

7. (a) When the temperature of a kiln in the centre is over 130 degrees Fahrenheit, the men at work in the kiln may, without prejudice to their employment, discontinue their work in the kiln until the temperature is lowered to 130 degrees. The employer shall supply thermometers to test the heat of each kiln.

(b) If any worker is required to work in any department at other than his usual employment, he shall be paid at the rate prevailing in such department for the time so worked if such is higher than his ordinary rate of pay: Provided that flangers, moulders, and stickers shall not be classed as such or be entitled to the higher rate of pay until they have had at least two years' experience on that class of work.

(c) Wages shall be paid weekly during working-hours and not later than Thursday, unless another day be mutually agreed upon.

(d) No deduction shall be made by the employer from an employee's wages by reason of a stoppage of work of less than thirty minutes.

(e) Warm water shall be provided for moulding during cold weather.

(f) First-aid equipment shall be kept in a central place in all plants and shall be available during the night shift.

(g) One worker shall be deputed to boil water for the workers' meals before meal-time.

(h) A man engaged in wheeling off from a dry press machine shall not be employed continuously on this work, but shall be given frequent spells of other work such as operating the dry press machine.

Matters not provided for.

8. The essence of this award being that the work of the employers shall not on any account whatsoever be impeded, any dispute in connection with any matter not provided for in this award shall be settled between the particular employer concerned and the secretary or president of the union, and in default of any agreement being arrived at, then such dispute shall be referred to the Conciliation Commissioner for the district, who may either decide the same or refer the matter to the Court. Either party, if dissatisfied with the decision of the Commissioner, may appeal to the Court upon giving written notice of such appeal to the other party within fourteen days after such decision shall have been communicated to the party desirous of appealing.

Accommodation.

9. Each employer shall provide accommodation to enable workers to change and dry their clothes and have their meals; and facilities for boiling water shall be provided at meal-times. The employers shall also provide sanitary accommodation for the workers.

Right of Access upon Premises.

10. The president, secretary, or authorized representative of the union shall, with the consent of the employer (which consent shall not be unreasonably withheld), be entitled to enter at all reasonable times upon the premises or works and there interview any workers, but not so as to interfere unreasonably with the employer's business.

Extension of Hours under Factories Act.

11. Pursuant to the provisions of section 3 of the Factories Amendment Act, 1936, the limits of hours fixed by subsection (1) of that section are hereby extended upon the terms of this award in respect of every occupier of a factory bound or to be bound by such award.

Workers to be Members of Union.

12. (a) It shall not be lawful for any employer bound by this award to employ or to continue to employ in any position or employment subject to this award any adult person who is not for the time being a member of an industrial union of workers bound by this award or who is not for the time being a member of a trade-union which was registered as such before the 1st day of May, 1936, and

which is bound by this award: Provided, however, that any non-unionist may be continued in any position or employment by an employer bound by this award during any time while there is no member of a union bound by this award who is available to perform the particular work required to be done and is ready and willing to undertake it.

(b) For the purposes of subclause (a) of this clause a person of the age of eighteen years or upwards, and every other person who for the time being is in receipt of not less than the minimum rate of wages prescribed by this award for workers of the age of twenty-one years and upwards, shall be deemed to be an adult.

(NOTE.—Attention is drawn to subsection (4) of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, which gives to workers the right to join the union.)

(c) It shall be a breach of this award for any worker to accept employment and work under this award without becoming a financial member of the union.

Under-rate Workers.

13. (a) Any worker who considers himself incapable of earning the minimum wage fixed by this award may be paid such lower wage as may from time to time be fixed, on the application of the worker after due notice to the union, by the local Inspector of Awards or such other person as the Court may from time to time appoint for that purpose; and such Inspector or other person in so fixing such wage shall have regard to the worker's capability, his past earnings, and such other circumstances as such Inspector or other person shall think fit to consider after hearing such evidence and argument as the union and such worker shall offer.

(b) Such permit shall be for such period, not exceeding six months, as such Inspector or other person shall determine, and after the expiration of such period shall continue in force until fourteen days' notice shall have been given to such worker by the secretary of the union requiring him to have his wage again fixed in manner prescribed by this clause: Provided that in the case of any person whose wage is so fixed by reason of old age or permanent disability it may be fixed for such longer period as such Inspector or other person shall think fit.

(c) Notwithstanding the foregoing, it shall be competent for a worker to agree in writing with the president or secretary of the union upon such wage without having the same so fixed.

(d) It shall be the duty of the union to give notice to the Inspector of Awards of every agreement made with a worker pursuant hereto.

(e) It shall be the duty of an employer, before employing a worker at such lower wage, to examine the permit or agreement by which such wage is fixed.

Application of Award.

14. This award shall apply to the original parties named herein, and shall extend to and bind as subsequent party hereto every trade-union, industrial union, industrial association, or employer who, not being an original party hereto, is, when this award comes into force or at any time whilst this award is in force, connected with or engaged in the industry to which this award applies within the industrial district to which this award relates.

Scope of Award.

15. This award shall operate throughout the Northern Industrial District.

Term of Award.

16. This award shall come into force on the 10th day of November, 1941, and shall continue in force until the 10th day of November, 1943.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the Court hath hereunto set his hand, this 4th day of November, 1941.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM.

The principal matters settled by the Court related to hours of work, wages and classification, shift allowance, overtime, general conditions, disputes, accommodation, and term of award. Mr. Prime disagrees with the deletion of clauses 2 (b) and (d) of the present award.

A. TYNDALL, Judge.

WESTLAND DRESSMAKERS AND MILLINERS.—AWARD.

In the Court of Arbitration of New Zealand, Westland Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments; and in the matter of an industrial dispute between the Canterbury, Westland, Nelson, and Marlborough Clothing Trades' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

Trumans Ltd., Mackay Street, Greymouth.

Peters, Mrs. P. H., Albert Street, Greymouth.

Millers Ltd., Hokitika.

Smith, C., Ltd., Mawhera Quay, Greymouth.

Trumans Ltd., Palmerston Street, Westport.

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the above-mentioned dispute, and having heard the union by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, doth hereby order and award :—

That, as between the union and the members thereof and the employers and each and every of them, the terms, conditions, and provisions set out in the schedule hereto and of this award shall be binding upon the union and upon every member thereof and upon the employers and upon each and every of them, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this award; and, further, that the union and every member thereof and the employers and each and every of them shall respectively do, observe, and perform every matter and thing by this award and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this award or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same. And the Court doth hereby further award, order, and declare that any breach of the said terms, conditions, and provisions set out in the schedule hereto shall constitute a breach of this award, and that a penalty as by law provided shall be payable by any

party or person in respect thereof. And the Court doth further order that this award shall take effect as hereinafter provided and shall continue in force until the 6th day of January, 1942, and thereafter as provided by subsection (1) (d) of section 89 of the Industrial Conciliation and Arbitration Act, 1925.

In witness whereof the seal of the Court of Arbitration hath hereto been affixed, and the Judge of the Court hath hereunto set his hand, this 4th day of November, 1941.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE.

Interpretation.

1. This award shall apply to all workers employed at dressmaking and millinery-making, including workers employed at art needlework and transfer-stamping in connection therewith, and in hosiery repairs.

Classes of Workers.

2. The classes of workers recognized by this award are journeywomen, journeymen, apprentices, improvers, and under-rate workers.

Hours of Work.

3. (a) The hours of work for all classes of workers shall be forty per week, to be worked on the first five days of the week: Provided, however, that where workers are employed in workrooms attached to retail establishments where a five-and-a-half-day week is observed the following provisions shall apply:—

Workers may be employed on five and a half days in the week for the purpose of attending to any urgent work which is in hand or which may come in on Saturday.

In order to enable such Saturday morning work to be distributed as evenly as possible among all the workers in any workroom it shall be competent for the employer to enter into an agreement with the union to put into operation a roster system designed to enable the employer to have some members of the staff always available for such work.

(b) For the purpose of calculating the hours of work each of the holidays hereinafter mentioned shall be deemed to be a day worked for the number of hours usually worked on that day of the week, although no work shall have been actually done on such holiday.

(c) The hours of work shall be posted in each and every workroom by the employer.

Female Apprentices and Improvers.

4. (a) The term of apprenticeship for females in any capacity shall be two years. Each worker shall also serve a term of two years as an improver.

(b) The minimum wage of female apprentices (whether their term of apprenticeship commenced under this award or any previous award) and improvers employed in any capacity shall be at the following weekly rates:—

Apprentices—		£	s.	d.
For the first six months ..	..	0	17	0
For the second six months ..	..	1	1	0
For the third six months..	..	1	5	0
For the fourth six months ..	..	1	9	0
Improvers—				
For the fifth six months ..	..	1	14	0
For the sixth six months ..	..	1	19	0
For the fourth year ..	..	2	5	0
Thereafter journeywomen's rates:				

Provided that a worker of the age of twenty-one years or upwards shall be paid not less than the basic wage for the time being prevailing.

General Conditions relating to the Employment of Apprentices.

5. The following provisions shall apply to apprentices:—

(a) The proportion of apprentices shall not be more than two to every journeywoman employed.

(b) An apprentice shall serve for a full period under competent supervision and shall be taught the branch of the trade to which she is apprenticed. The term "branch of the trade" in this award shall mean:—

- (i) For dressmakers—all work done by hand on coats, bodices, and skirts.
- (ii) Machining.

(iii) Millinery—whole trade.

(iv) Making of artificial flowers other than paper.

- (c) It shall be obligatory on the part of the employer to pay the wages stipulated in the award and to teach the apprentice the work she is to do in the branch of the trade to which she is apprenticed. Any apprentice who has served a period at a kindred trade shall have such time counted as part of the apprenticeship as though it had been served at the branch of the trade to which she has been apprenticed.
- (d) The employer shall not dismiss the apprentice for want of work, but must in such case provide her with another employer within a reasonable distance who shall continue the first employer's obligations as to teaching and wages.
- (e) When the full time of apprenticeship is served the employer shall give the apprentice a certificate for the time served.
- (f) Should an employer dismiss an apprentice for good cause he shall nevertheless give her a certificate for the time served.
- (g) It shall be obligatory on the part of the apprentice to remain with the employer till the full time is served, unless dismissed for misconduct or discharged by removal from the locality or other sufficient cause.
- (h) Notice of dismissal, transference, or discharge by operation of law shall be given by the employer to the Inspector of Awards, who, if requested to do so by the secretary of the local union, shall furnish such secretary with the information supplied by the employer with regard to any particular apprentice or apprentices.
- (i) Three months' probation shall be allowed the first employer of any apprentice to determine her fitness. Where this probationary period has less than one month to run any subsequent employer shall be allowed one month as a probationary period prior to the contract of apprenticeship being entered into. The first period and any other period of probation shall count in the term of apprenticeship.

- (j) Time lost in excess of two weeks in the year shall be made up by the apprentice before she shall be deemed to have entered upon her next succeeding year of service.
- (k) No deduction shall be made from the wages of any apprentice except for time lost through sickness, accident, or default.

Definitions.

6. A "journeywoman" is one who has served her time as an apprentice and as an improver at any branch of the trade.

Journeywomen's Wages.

7. The minimum wage for journeywomen shall be £2 12s. 6d. per week, and journeywomen employed as cutters, £2 18s. per week.

Sorting, Ticketing, Boxing, and Distribution of Work.

8. Females employed sorting, ticketing, boxing, and distributing work shall be paid the following rates of wages:—

			Per Week.		
			£	s.	d.
For the first six months	..	..	0	17	0
For the second six months	..	..	1	1	0
For the third six months	..	..	1	5	0
For the fourth six months	..	..	1	9	0
For the fifth six months	..	..	1	14	0
For the sixth six months	..	..	1	19	0
For the fourth year	..	..	2	5	0
Thereafter	..	..	2	12	6

Provided that a worker of the age of twenty-one years or upwards shall be paid not less than the basic wage for the time being prevailing.

Increase in Rates of Remuneration.

9. All rates of remuneration, including time and piece wages and overtime and other special payments provided for in this award, shall be subject to the provisions of the general order dated 9th August, 1940, under the Rates of Wages Emergency Regulations 1940, increasing rates of remuneration by an amount equal to 5 per cent. thereof.

Cutters' Requisites.

10. All cutters' requisites shall be provided by the employer.

Overtime.

11. All time worked before the ordinary time for starting or after the ordinary time for ceasing work on any day shall be deemed to be overtime and shall be paid for at the rate of time and a half, with a minimum of 1s. 6d. per hour. Twenty-four hours' notice shall be given by the employer to any worker called upon to work overtime after the ordinary time for ceasing work. When less than twenty-four hours' notice has been given 1s. 6d. shall be paid for tea-money.

Holidays.

12. (a) The following shall be observed as holidays, and shall be paid for at the same rate as ordinary working-days: Christmas Day, Boxing Day, New Year's Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Sovereign's birthday.

(b) Should any of the above-mentioned holidays other than Anzac Day fall on a Sunday, then for the purpose of this award such holidays shall be observed on the following Monday.

(c) Double rates shall be paid for any work done on Saturday afternoon, Sunday, or any of the above-mentioned holidays.

(d) An annual holiday of one week on full pay shall be allowed to all workers on completion of each year of service from the 1st January, 1941, or from the date of commencing the employment if such date is later than the 1st January, 1941, such holiday to be given at a time suitable to the employer, but to commence not later than one month from such completion, except when otherwise arranged with the union. Such holiday shall be in addition to the holidays specified in subclause (a) of this clause. In computing the yearly period broken time shall be counted as time worked.

Payment for the above holidays shall be made in advance not later than the day before the commencement of the holiday.

(e) If the employment of any worker is terminated by either party for any reason before the completion of the first year of service but after three months' service being part thereof has been completed, or at any time after the first year of service has been completed, a holiday of proportionate duration for the broken period served shall be allowed or paid for.

General Provisions.

13. (a) Wages shall be paid weekly not later than the next working-day following the close of each factory's working-week and not later than Thursday in any case, and not later than the usual closing-time of the factory.

(b) All wages shall be paid on the termination of employment.

(c) An employer shall be entitled to make a rateable deduction from the wages of any worker for any time lost by him through sickness or default, or on account of the temporary closing of the factory for cleaning or repairing the machinery.

(d) In addition to the deduction provided for in the preceding subclause an employer shall be entitled to make a rateable deduction from the wages of any worker eighteen years of age or over for any time lost by reason of the closing of the factory, or any part of it, for stocktaking or for cleaning, repairing, or altering the premises or for the annual factory holidays.

(e) When work is not available at the factory and notice has not been given to a worker on the previous day, any worker who attends the factory for the purpose of working shall be paid for at least four hours' work. When such worker is required to attend in the afternoon, such worker shall be paid for four hours' work although no work is available. When a worker has commenced work, and, by reason of a stoppage of the machinery, is unable to continue working, payment shall be made as though such worker had worked for the half-day period.

(f) When slackness of work or the exigencies of trade render it necessary to work short time the employer shall distribute the work as evenly among the workers of each class as circumstances will permit, and in such cases workers shall be paid only for the time actually worked, subject to subclause (e) hereof.

(g) Facilities for boiling water shall be provided.

Piecework.

14. Piecework shall be prohibited.

Termination of Employment.

15. Three days' notice shall be given by the employer to the worker, or by the worker to the employer, as the case may be.

Bonus System.

16. (a) In all cases where a bonus is paid the basis on which the bonus is calculated shall be negotiated between representatives elected by the workers concerned in the factory and the employer.

(b) In factories where a bonus system is in operation no deduction shall be made from the bonus in respect of any holidays prescribed by the Factories Act.

First-aid Outfit.

17. A St. John first-aid outfit or similar kit, fully equipped, shall be provided by the employer in every factory.

Interviews with Employees.

18. The secretary or other representative of the union shall be permitted to interview employees at their place of employment during working-hours for the purpose of collecting contributions due to the union.

Matters not provided for.

19. Any dispute in connection with any matter not provided for in this award shall be settled between the particular employer concerned and the secretary or president of the union, and in default of any agreement being arrived at, then such dispute shall be referred to the Conciliation Commissioner, who may either decide the same or refer the matter to the Court. Either party, if dissatisfied with the decision of the Commissioner, may appeal to the Court upon giving written notice of such appeal to the other party within fourteen days after such decision shall have been communicated to the party desirous of appealing.

Workers to be Members of Union.

20. (a) It shall not be lawful for any employer bound by this award to employ or to continue to employ in any position or employment subject to this award any adult person who is not for the time being a member of an industrial union of workers bound by this award or who is not for the time being a member of a trade-union which was registered as such before the 1st day of May, 1936, and which is bound by this award: Provided, however, that any non-unionist may be continued in any position or employment by an

employer bound by this award during any time while there is no member of a union bound by this award who is available to perform the particular work required to be done and is ready and willing to undertake it.

(b) For the purposes of subclause (a) of this clause a person of the age of eighteen years or upwards, and every other person who for the time being is in receipt of not less than the minimum rate of wages prescribed by this award for workers of the age of twenty-one years and upwards, shall be deemed to be an adult.

(NOTE.—Attention is drawn to subsection (4) of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, which gives to workers the right to join the union.)

Under-rate Workers.

21. (a) Any worker who considers himself incapable of earning the minimum wage fixed by this award may be paid such lower wage as may from time to time be fixed, on the application of the worker after due notice to the union, by the local Inspector of Awards or such other person as the Court may from time to time appoint for that purpose; and such Inspector or other person in so fixing such wage shall have regard to the worker's capability, his past earnings, and such other circumstances as such Inspector or other person shall think fit to consider after hearing such evidence and argument as the union and such worker shall offer.

(b) Such permit shall be for such period, not exceeding six months, as such Inspector or other person shall determine, and after the expiration of such period shall continue in force until fourteen days' notice shall have been given to such worker by the secretary of the union requiring him to have his wage again fixed in manner prescribed by this clause: Provided that in the case of any person whose wage is so fixed by reason of old age or permanent disability it may be fixed for such longer period as such Inspector or other person shall think fit.

(c) Notwithstanding the foregoing, it shall be competent for a worker to agree in writing with the president or secretary of the union upon such wage without having the same so fixed.

(d) It shall be the duty of the union to give notice to the Inspector of Awards of every agreement made with a worker pursuant hereto.

(e) It shall be the duty of an employer, before employing a worker at such lower wage, to examine the permit or agreement by which such wage is fixed.

Application of Award.

22. This award shall apply to the original parties named herein, and shall extend to and bind as subsequent party hereto every trade-union, industrial union, industrial association, or employer who, not being an original party hereto, is, when this award comes into force or at any time whilst this award is in force, connected with or engaged in the industry to which this award applies within the industrial district to which this award relates.

Scope of Award.

23. This award shall operate throughout the Westland Industrial District.

Term of Award.

24. This award, in so far as it relates to wages, shall be deemed to have come into force on the 6th day of October, 1941, and so far as all the other conditions of this award are concerned it shall come into force on the day of the date hereof; and this award shall continue in force until the 6th day of January, 1942.

In witness whereof the seal of the Court of Arbitration has hereto been put and affixed, and the Judge of the Court hath hereunto set his hand, this 4th day of November, 1941.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM.

This award embodies the terms of settlement arrived at by the assessors in Conciliation Council. Wages have been made payable retrospectively by agreement of the parties.

A. TYNDALL, Judge.

WELLINGTON FOREMAN STEVEDORES, TIMEKEEPERS, AND PERMANENT HANDS (SHIPPING COMPANIES).—AWARD.

In the Court of Arbitration of New Zealand, Wellington Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925; and in the matter of an industrial dispute between the Wellington Foreman

Stevedores, Timekeepers, and Permanent Hands' Industrial Union of Workers (hereinafter called "the union") and the undermentioned association and companies (hereinafter called "the employers") :—

The New Zealand Waterside Employers' Association
Industrial Association of Employers, Maritime
Buildings, Wellington.

Anchor Shipping and Foundry Co., Ltd. (care of T.
and W. Young, Agents), Wellington.

Canterbury Steam Shipping Co., Ltd., Customhouse
Quay, Wellington.

Gannaway and Co., Ltd., Stevedores, Glasgow Wharf,
Wellington.

Holm and Co., Ltd., Shipping Agents, Johnston Street,
Wellington.

Johnston and Co., Ltd., Shipping Agents, Featherston
Street, Wellington.

New Zealand Shipping Co., Ltd., Customhouse Quay,
Wellington.

Shaw, Savill, and Albion Co., Ltd., corner of Custom-
house Quay and Brandon Street, Wellington.

Union Steam Ship Co. of New Zealand, Ltd., Custom-
house Quay, Wellington.

Westport Coal Co., Ltd., Cable Street, Wellington.

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the above-mentioned dispute, and having heard the union by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, doth hereby order and award :—

That, as between the union and the members thereof and the employers and each and every of them, the terms, conditions, and provisions set out in the schedule hereto and of this award shall be binding upon the union and upon every member thereof and upon the employers and upon each and every of them, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this award; and, further, that the union and every member thereof and the employers and each and every of them shall respectively do, observe, and perform every matter and thing by this award and by the said terms, conditions, and provisions

respectively required to be done, observed, and performed, and shall not do anything in contravention of this award or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same. And the Court doth hereby further award, order, and declare that any breach of the said terms, conditions, and provisions set out in the schedule hereto shall constitute a breach of this award, and that a penalty as by law provided shall be payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect as hereinafter provided and shall continue in force until the 30th day of September, 1942, and thereafter as provided by subsection (1) (d) of section 89 of the Industrial Conciliation and Arbitration Act, 1925.

In witness whereof the seal of the Court of Arbitration hath hereto been affixed, and the Judge of the Court hath hereunto set his hand, this 19th day of November, 1941.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE.

Application of Award.

1. This award shall apply to all foremen stevedores, cargo-repairing foremen, timekeepers, and permanent hands employed at the Port of Wellington, but shall not in any way prevent ship's officers from supervising any work in connection with the loading or discharging of cargo.

Hours of Work.

2. The ordinary hours of work shall be from Monday to Friday inclusive, 8 a.m. to 12 noon and 1 p.m. to 5 p.m., and on Saturdays 8 a.m. to 12 noon. Except as hereinafter provided, all other time, with the exception of meal-hours, shall be classed as overtime.

Foremen and Timekeepers' Wages.

3. (a) Head foremen stevedores (in companies where six or more foremen stevedores are employed)	Per Week.	£	s.	d.
.. .. .	8	10	0	
Foremen stevedores, except as hereinafter stated	8	5	0	
With a probationary period of employment of three months at	7	15	0	
Foremen employed by Johnston and Co.	7	15	0	

	Per Week.		
	£	s.	d.
Foremen employed by Canterbury Shipping Co.	7	5	0
Foremen in charge of cargo repairs	7	5	0
Timekeepers	6	5	0
Permanent hands in charge of store	6	5	0

The above rates shall cover all work, and no extra payment shall be made for overtime.

(b) *Meal-money*.—When foremen are requested to work after 6 p.m. Monday to Friday, and after 1 p.m. on Saturday, 2s. meal-money shall be paid.

(c) *Outports*.—When foremen stevedores are instructed to proceed to an outport they shall be paid 10s. per day in addition to the weekly wage hereinbefore prescribed, for each day they are away from Wellington. Further, they shall be provided with meals, first-class fares, and sleeping accommodation.

(d) *Time off*.—The employer shall allow time off against overtime work as far as practicable.

Permanent Hands in Charge of Oil-hulk.

4. (a) *Wages*.—The weekly wage shall be at the rate of £5 4s. Free quarters, light, and heating shall be provided.

(b) *Overtime*.—Week-days, between 5 p.m. and 8 p.m., 2s. 10½d. per hour; and Sundays and holidays at 4s. 2½d. per hour.

(c) *Continuous Working*.—If having worked all night, except when heating oil, and required to continue after 8 a.m., such time shall be paid for at the overtime rate, except when a relieving man is supplied at 8 a.m.

(d) *General*.—(i) When hulks are moored at a buoy and a launch is not provided, a tug-boat shall be provided, but the question of the days on which the tug-boat shall run shall be arranged by the employer and the hulk-keeper concerned.

(ii) Paint shall be supplied to enable hulk-keepers to paint their living-quarters once a year.

(iii) Domestic tanks shall be cleaned and cemented once a year.

(e) *Raising Steam*.—When it is required to raise steam for 8 a.m. or earlier or after 5 p.m. on week days or at any time on Sundays and holidays one hour at the appropriate rate shall be allowed for raising steam from banked fires and two hours at the appropriate rate shall be allowed for raising steam from cold boiler.

Permanent Hands in Charge of Coal-hulks.

5. (a) *Wages*.—The weekly wage shall be at the rate of £3 15s. Free quarters, light, and heating shall be provided.

(b) *Overtime*.—Week days, between 6 p.m. and 10 p.m. at 3s. 6½d. per hour, between 11 p.m. to 7 a.m. at 4s. 2½d. per hour; on Saturday afternoons, from 1 p.m. to midnight at 4s. 2½d. per hour; on Sundays and holidays at 4s. 10½d. per hour. Meal-hours: 7 a.m. to 8 a.m.; noon to 1 p.m.; 5 p.m. to 6 p.m.; 10 p.m. to 11 p.m., at 4s. 10½d. per hour.

(c) *General*.—(i) When hulks are moored at a buoy and a launch is not provided a tug-boat shall be provided, but the question of the days on which the tug-boats shall run shall be arranged by the employer and the hulk-keeper concerned.

(ii) Paint shall be supplied to enable hulk-keepers to paint their living-quarters once a year.

(iii) Domestic tanks shall be cleaned and cemented once a year.

(iv) Work overside, such as chipping, painting, or tarring, shall not be performed while hulks are moored at buoys.

(d) *Raising Steam*.—When it is required to raise steam for 8 a.m. or earlier or after 5 p.m. on week days or at any time on Sundays and holidays, one hour at the appropriate rate shall be allowed for raising steam from banked fires and two hours at the appropriate rate shall be allowed for raising steam from cold boiler.

(e) When hulk-keepers act as foremen stevedores their rate of pay shall be made up to the rate of foremen stevedores for the time so occupied, but they shall not be entitled to meal-money.

Permanent Hands.

6. (a) *Wages*.—The weekly wage shall be at the rate of £4 5s.

(b) *Overtime*.—Week days, between 5 p.m. and 8 a.m., 2s. 10½d. per hour; and Sundays and holidays at 4s. 2½d. per hour.

The minimum period of overtime shall be two hours, except in the case of a 7 a.m. start on an ordinary working-day, when the minimum shall be one hour.

(c) When permanent hands act as foremen stevedores their rate of pay shall be made up to the rate of foremen stevedores for the time so occupied.

(d) When permanent hands are called on to clean oil from harbour they shall be paid at the rate of 4s. 2½d. per hour.

(e) Overtime shall be worked as required by the employer, but permission to take an evening off duty shall not be unreasonably withheld by the employer, provided the request is made not later than noon on the day on which the time off is required.

APPLICABLE TO ALL SECTIONS.

Payment of Wages.

7. Wages shall be paid weekly and not later than Thursday. In the event of a holiday falling on Thursday, wages shall be paid on the Wednesday.

Holidays.

8. (a) Sundays, Christmas Day, Boxing Day, New Year's Day, Anniversary Day, Good Friday, Easter Monday, Anzac Day, Labour Day, the birthday of the reigning Sovereign, and waterside workers' picnic day.

(b) *Annual Holidays.*—Foremen stevedores who have been employed by any employer for ten years or over shall be entitled to three weeks' holiday per annum. All other workers shall receive two weeks' holiday per annum.

Holidays under this clause shall be taken at a time to be mutually agreed on.

Matters not provided for.

9. Any dispute in connection with any matter not provided for in this award shall be settled between any particular employer concerned and the secretary or president of the union, and in default of any agreement being arrived at, such dispute shall be referred to the Conciliation Commissioner, who may either decide the same or refer the matter to the Court. Either party, if dissatisfied with the decision of the Conciliation Commissioner, may appeal to the Court upon giving written notice of such appeal to the other party within fourteen days after such decision shall have been communicated to the party desirous of appealing.

Workers to be Members of Union.

10. (a) It shall not be lawful for any employer bound by this award to employ or to continue to employ in any position or employment subject to this award any adult person who is not for the time being a member of an industrial union of workers bound by this award or who is not for the time being

a member of a trade-union which was registered as such before the 1st day of May, 1936, and which is bound by this award: Provided, however, that any non-unionist may be continued in any position or employment by an employer bound by this award during any time while there is no member of a union bound by this award who is available to perform the particular work required to be done and is ready and willing to undertake it.

(b) For the purposes of subclause (a) of this clause a person of the age of eighteen years or upwards, and every other person who for the time being is in receipt of not less than the minimum rate of wages prescribed by this award for workers of the age of twenty-one years and upwards, shall be deemed to be an adult.

(NOTE.—Attention is drawn to subsection (4) of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, which gives to workers the right to join the union.)

Under-rate Workers.

11. (a) Any worker who considers himself incapable of earning the minimum wage fixed by this award may be paid such lower wage as may from time to time be fixed, on the application of the worker after due notice to the union, by the local Inspector of Awards or such other person as the Court may from time to time appoint for that purpose; and such Inspector or other person in so fixing such wage shall have regard to the worker's capability, his past earnings, and such other circumstances as such Inspector or other person shall think fit to consider after hearing such evidence and argument as the union and such worker shall offer.

(b) Such permit shall be for such period, not exceeding six months, as such Inspector or other person shall determine, and after the expiration of such period shall continue in force until fourteen days' notice shall have been given to such worker by the secretary of the union requiring him to have his wage again fixed in manner prescribed by this clause: Provided that in the case of any person whose wage is so fixed by reason of old age or permanent disability it may be fixed for such longer period as such Inspector or other person shall think fit.

(c) Notwithstanding the foregoing, it shall be competent for a worker to agree in writing with the president or secretary of the union upon such wage without having the same so fixed.

(d) It shall be the duty of the union to give notice to the Inspector of Awards of every agreement made with a worker pursuant hereto.

(e) It shall be the duty of an employer, before employing a worker at such lower wage, to examine the permit or agreement by which such wage is fixed.

Scope of Award.

12. This award shall be limited in its scope to the Port of Wellington.

Increase in Rates of Remuneration.

13. All rates of remuneration, including time and piece wages and overtime and other special payments provided for in this award, shall be subject to the provisions of the general order dated 9th August, 1940, under the Rates of Wages Emergency Regulations 1940, increasing rates of remuneration by an amount equal to 5 per cent. thereof.

Term of Award.

14. This award, in so far as it relates to wages, shall be deemed to have come into force on the 1st day of October, 1941, and so far as all the other conditions of this award are concerned it shall come into force on the day of the date hereof, and this award shall continue in force until the 30th day of September, 1942.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the Court hath hereunto set his hand, this 19th day of November, 1941.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM.

This award embodies the terms of settlement arrived at by the assessors in Conciliation Council.

Wages have been made payable retrospectively, in accordance with the agreement of the parties.

A. TYNDALL, Judge.

SOUTH CANTERBURY CHAFFCUTTERS.—AWARD.

In the Court of Arbitration of New Zealand, Canterbury Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments; and in the matter of an industrial dispute between the New

Zealand Workers' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons and firms (hereinafter called "the employers") :—

Berrell, L., Orari.	Moore, Mrs. A. F., Willowbridge.
Christie, T. P., Pleasant Point.	Patrick, M., Pleasant Point.
Clarke, V., Fairview.	Saunders, A., Pleasant Point.
Clee, J. E., Hakataramea.	Shaw, G., Orton.
Colbourne, D., Waimate.	Thompson, L., St. Andrews.
Gallen Bros., Fairlie.	Tiffin, J., Makikihi.
Gudsell, A., Winchester.	Tozer, E., Timaru.
Hawkins Bros., Waimate.	Trembath, E. A., Waimate.
Kelliher, J., Geraldine.	Winter, W., Albury.
Kingsbury, A., Hook, Waimate.	Wood, H., and Sons, Albury.
Kyle, T., Levels.	Wright, J., Temuka.
Melton, B., Waimate.	

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the above-mentioned dispute, and having heard the union by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, doth hereby order and award :—

That, as between the union and the members thereof and the employers and each and every of them, the terms, conditions, and provisions set out in the schedule hereto and of this award shall be binding upon the union and upon every member thereof and upon the employers and upon each and every of them, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this award; and, further, that the union and every member thereof and the employers and each and every of them shall respectively do, observe, and perform every matter and thing by this award and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this award or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same. And the Court doth hereby further award, order, and declare that any breach of the said terms, conditions, and provisions set out in the schedule hereto shall constitute a breach of this award, and that a penalty as by law provided shall be payable by any party or person in respect thereof. And the Court doth further order that this

award shall take effect as from the day of the date hereof and shall continue in force until the 31st day of July, 1942, and thereafter as provided by subsection (1) (d) of section 89 of the Industrial Conciliation and Arbitration Act, 1925.

In witness whereof the seal of the Court of Arbitration hath hereto been affixed, and the Judge of the Court hath hereunto set his hand, this 24th day of November, 1941.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE.

Hours of Work.

1. The hours of work shall be between 6 a.m. and 8 p.m., except on Saturdays, when they shall be between 6 a.m. and 4 p.m.; but no worker shall work by moonlight or artificial light except in cases of emergency, when fifteen minutes may be allowed to finish a set.

Number of Hands to be employed.

2. (a) Except through accident to, or illness of, any worker or through any cause beyond the control of the employer, the minimum number of hands to be employed at each steam or tractor-driven chaffcutter shall consist of driver, feeder, two stackmen, two bagmen, waterman, and, in camp, one cook. One worker less may be employed, in which case the rates set out in clause 4 (b) shall be paid. When cutting oat-sheaf chaff the waterman shall assist in the baghole when required; when cutting straw chaff the waterman shall assist on the straw stack.

(b) On motor-driven chaffcutters and on steam-driven chaffcutters mounted on a single chassis there shall be driver, feeder, two stackmen, two bagmen, and, in camp, one cook, except in the case of a three-knife cutter, when one man less may be employed on the stack.

Definition of "Waterman."

3. It shall be the duty of the waterman in all cases to attend to his horses, whether the chaffcutter is working or not, and provide water if required. If necessary, he shall provide water outside the working hours specified in clause 1 hereof.

Rates of Pay.

4. The minimum rates of pay shall be as follows:—

(a) Where seven men are employed:—				Per 100 Bags.	
				s.	d.
Driver	..	..	..	3	7½
Feeder	..	..	..	3	4
Ordinary hands	..	..	..	2	7½

(b) Where six men are employed:—				Per 100 Bags.	
				s.	d.
Driver	..	..	..	3	7½
Feeder	..	..	..	3	4
Ordinary hands	..	..	..	2	11

(c) On three-knife cutters employing one man less, as provided in clause 2 (b) hereof:—

				Per 100 Bags.	
				s.	d.
Driver	..	..	..	4	1½
Feeder	..	..	..	3	10½
Ordinary hands	..	..	..	3	6

(d) When cutting straw chaff, 10½d. extra per hundred bags shall be paid to each hand employed.

(e) Where men are engaged under this award for a week or less they shall be paid a minimum of 14s. for each day upon which work is done if and when the piece-rate earnings provided herein do not exceed the said minimum.

(f) All men employed shall be provided with food and accommodation.

(g) The minimum rate of pay for cooks shall be £3 15s. per week, and they shall be supplied with food and accommodation.

Termination of Employment.

5. (a) Should any man desire to leave the chaffcutter during the currency of the season, he shall give the driver in charge forty-eight hours' notice of his intention to do so or forfeit two average days' pay. Should an employer desire to dismiss any worker he shall give him forty-eight hours' notice or two average days' pay, except where it shall be for incompetency or wilful disobedience of orders, when such dismissal may be summary and without compensation. This clause shall apply also to the cook.

(b) Any worker leaving or being dismissed shall receive from the machine-owner all wages due at the termination of his employment, such wages to be paid at the plant, or time taken in collecting same to be paid for at the minimum rate.

Tally Representative.

6. One of the men in the baghole shall be elected by the men to keep tally of the bags.

Union Organizer.

7. Reasonable facilities shall be given on each chaffcutter to the union organizer or any other official of the union to enable him to transact the business of the union. Any time so lost shall not be counted as working-time.

Holidays.

8. (a) The following holidays shall be observed: Good Friday or Easter Monday, Anzac Day, Labour Day, Boxing Day, New Year's Day, local sports-day, and picnic day.

(b) Work done on any of these days shall be paid for at double ordinary rate.

(c) Working on Sundays shall be strictly prohibited.

Temporary Disputes.

9. A representative of the men shall be elected or chosen for each chaffcutter at each camp, and all trivial disputes that may arise not in contravention of this award shall be decided by the representative of the men and the representative of the employer, and their decision shall be final.

General Conditions.

10. (a) It shall be the duty of the farmer to have all bags at the stack or set in a convenient place when the machine arrives.

(b) Wages shall be paid fortnightly at the chaffcutter or the employer's depot, and if the cheque is not on a local bank, then exchange shall be added.

Payment of Orders.

11. Each employer covered by this award shall pay to the organizer of the union on demand all moneys due to the union on the written order of the men concerned.

Medical Outfit.

12. A first-aid compressed kit shall be kept in a convenient and accessible place about the machine, for use only in the case of accident, and it shall be left in charge of the driver, whose duty it shall be to see that it is kept fully equipped.

Posting of Award.

13. A copy of this award shall be posted up in the galley of each machine by the employer for the information of the men.

Food to be supplied.

14. (a) All food supplied shall be of sufficient quantity and of good quality, and shall be properly cooked, and shall consist of the following number of meals: Breakfast, lunch, dinner, lunch, tea.

(b) Water for cooking shall be pure and not taken from the engine supply. A special barrel or dustproof utensil shall be provided for the purpose.

Accommodation.

15. (a) Each chaffcutter shall provide a cooking-whare and sleeping-whare, well ventilated, and sufficient to accommodate all workers engaged with the machine. The cooking-whare shall be completely separated from the sleeping-whares.

(b) Employers shall, when travelling on the road with the chaffcutters, make reasonable provision for the protection of the men.

Employers' Liability to employ Unionists.

16. (a) It shall not be lawful for any employer bound by this award to employ or to continue to employ in any position or employment subject to this award any adult person who is not for the time being a member of an industrial union of workers bound by this award or who is not for the time being a member of a trade-union which was registered as such before the 1st day of May, 1936, and which is bound by this award.

(b) For the purpose of subclause (a) of this clause a person of the age of eighteen years or upwards, and every other person who for the time being is in receipt of not less than the minimum rate of wages prescribed by this award for workers of the age of twenty-one years, and upwards shall be deemed to be an adult.

Workers to be Members of the Union.

17. (a) Every worker coming within the scope of this award shall become and remain a member of the New Zealand Workers' Industrial Union of Workers, and reasonable facilities

shall be given any such worker on chaffcutters to become a member of the union. Any worker who fails to comply with the provisions of this subclause commits a breach of this award.

(b) On request by the union's official organizer or other accredited official of the union, each worker shall immediately pay his union contribution by cash or order on his employer.

Application of Award.

18. This award shall apply to the original parties named herein and to all employers connected with or engaged in any of the industries covered by the award, whether actually mentioned in the list of parties or not, and all employers not so named are bound by the provisions of the award and their obligations are the same as if they had been named in the list of parties.

Scope of Award.

19. This award shall operate throughout that portion of the Canterbury Industrial District lying between the Rangitata and Waitaki Rivers; but this award shall not apply to any farmer cutting his own chaff on his own property with his own plant, but if any work is undertaken outside his own farm, then all the provisions of this award shall apply.

Term of Award.

20. This award shall come into force on the day of the date hereof, and shall continue in force until the 31st day of July, 1942.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the Court hath hereunto set his hand, this 24th day of November, 1941.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM.

This award embodies the terms of settlement arrived at by the assessors in Conciliation Council.

A. TYNDALL, Judge.

NORTH CANTERBURY CHAFFCUTTERS AND BALERS.—AWARD.

In the Court of Arbitration of New Zealand, Canterbury Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925; and in the matter of an industrial dispute between the New Zealand Workers' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

Bowman, E. A., Oxford.

Bowmans Ltd., Upper Riccarton.

Curragh, Jas., and Co., Ltd., Templeton.

Hayes, W., Halswell.

Philpott, L. E., Hawarden.

Thompson Bros., Highbank.

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the above-mentioned dispute, and having heard the union by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, doth hereby order and award :—

That, as between the union and the members thereof and the employers and each and every of them, the terms, conditions, and provisions set out in the schedule hereto and of this award shall be binding upon the union and upon every member thereof and upon the employers and upon each and every of them, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this award; and, further, that the union and every member thereof and the employers and each and every of them shall respectively do, observe, and perform every matter and thing by this award and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this award or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same. And the Court doth hereby further award, order, and declare that any breach of the said terms, conditions, and provisions set out in the schedule hereto shall

constitute a breach of this award, and that a penalty as by law provided shall be payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect as from the day of the date hereof and shall continue in force until the 31st day of July, 1942, and thereafter as provided by subsection (1) (d) of section 89 of the Industrial Conciliation and Arbitration Act, 1925.

In witness whereof the seal of the Court of Arbitration hath hereto been affixed, and the Judge of the Court hath hereunto set his hand, this 24th day of November, 1941.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE.

Hours of Work.

1. The hours of work shall be between 6 a.m. and 8 p.m., except on Saturdays, when the hours of work shall be between 6 a.m. and noon, baling-out of the paddock excepted. When cutting or baling for shipment the hour for ceasing work on Saturday may be extended to 4 p.m., and when baling-out of the paddock to 6 p.m.; but no worker shall work by moonlight or artificial light except in cases of emergency, when fifteen minutes may be allowed to finish a set.

Number of Hands to be employed.

2. (a) The number of hands to be employed on a standard chaffcutter shall be five. When cutting straw from stack the farmer shall find an extra man. When cutting from a wallop the farmer shall find two extra men. Where the chaffcutter is not of standard size, then the number of men may be reduced accordingly, and the wages increased proportionately.

(b) It shall not be deemed to be a breach of this clause if an employer is prevented from having the full complement of hands by reason of accident or absence of any worker through illness or any other cause beyond the control of the employer, but the employer shall make up the full complement of hands as soon as reasonably practicable, and while the plant is without the full complement the remaining workers shall receive the absent worker's pay distributed on an equal basis.

Rates of Pay.

3. (a) The minimum rates of pay per ton shall be as follows:—

Oat sheaf—				s.	d.
Driver	..	..	..	1	3
Feeder	..	..	..	1	2
Other workers	..	..	..	1	1

Straw—

Double oat-sheaf rates.

(b) The steerer on steam plants shall receive 1d. per ton extra on the above rates.

(c) When cutting oat sheaf, if the chaff is over thirty full-size sacks to the ton it shall be paid for at straw rates.

(d) All bags shall be at the stack and in a convenient place when the machine arrives.

(e) Wages shall be paid fortnightly in working-hours, and if the cheque is not on a local bank, exchange shall be added.

(f) While men are stripping wallops or old straw stacks they shall be paid not less than 2s. 6d. per hour.

Increase in Rates of Remuneration.

4. All rates of remuneration, including time and piece wages and overtime and other special payments provided for in this award, shall be subject to the provisions of the general order dated 9th August, 1940, under the Rates of Wages Emergency Regulations 1940, increasing rates of remuneration by an amount equal to 5 per cent. thereof.

Termination of Employment.

5. (a) Should any man desire to leave the chaffcutter or baler during the currency of the season he shall give the driver in charge forty-eight hours' notice of his intention to do so or forfeit two average days' pay. Should an employer desire to dismiss any worker he shall give him forty-eight hours' notice or two average days' pay, except where it shall be for incompetency or wilful disobedience of orders, when such dismissal may be summary and without compensation.

(b) Any worker leaving or being dismissed shall receive from the machine-owner all wages due at the termination of his employment, such wages to be paid at the machine, or time taken in collecting same to be paid at the minimum rates.

Tally Representative.

6. One of the men in the bag-hole shall be elected by the men to keep tally of the bags.

Accommodation.

7. Where whares are not provided free of cost it shall be the duty of the employer to transport the men from his depot to and from their work each day.

Holidays.

8. (a) The following holidays shall be observed: Good Friday or Easter Monday, Anzac Day, Labour Day, Boxing Day, New Year's Day, local sports day, and picnic day, except when baling-out of paddock, when either Boxing Day or New Year's Day shall not be considered a holiday. All work shall cease at noon on Christmas Eve.

(b) Work done on any of these holidays shall be paid for at double ordinary rates.

(c) Except in cases of emergency, no chaffcutting or baling shall be done on Sundays. If work is essential, workers shall be paid for such work at rate and a half.

Union Organizer.

9. Reasonable facilities shall be given on each chaffcutter or baler to the union organizer or other official of the union to enable him to transact the business of the union: Provided that the plant shall not be stopped for more than twenty minutes in any one season by reason of such visits. Any time so lost shall not be counted as working-time.

Temporary Disputes.

10. In every case a representative of the men shall be elected or chosen for each chaffcutter or baler, and all trivial disputes that may arise not in contravention of this award shall be decided by the representative of the men and the representative of the employer, and their decision shall be final.

Payment of Orders.

11. Each employer covered by this award shall pay to the organizer of the union, on demand, out of wages due to the worker, all moneys due to the union on the written order of the man concerned.

Medical Outfit.

12. (a) A fully-equipped St. John Ambulance kit or similar outfit shall be kept in a convenient and accessible place about the machine, but only to be used in case of accident.

(b) Should any worker meet with an injury which requires medical attention he shall be conveyed as speedily as possible to the nearest doctor or hospital at the expense of the employer.

Workers to be Members of Union.

13. (a) Every worker coming within the scope of this award shall become a member of the New Zealand Workers' Industrial Union of Workers. Reasonable facilities shall be given such workers to become members of the union. Any worker who fails to comply with the provisions of this subclause commits a breach of this award.

(b) On request by the union's official organizer or other accredited official of the union, each worker shall immediately pay his union contribution by cash or order on his employer.

Employers' Liability to employ Unionists.

14. (a) It shall not be lawful for any employer bound by this award to employ or to continue to employ in any position or employment subject to this award any adult person who is not for the time being a member of an industrial union of workers bound by this award or who is not for the time being a member of a trade-union which was registered as such before the 1st day of May, 1936, and which is bound by this award.

(b) For the purpose of subclause (a) of this clause a person of the age of eighteen years or upwards, and every other person who for the time being is in receipt of not less than the minimum rate of wages prescribed by this award for workers of the age of twenty-one years and upwards, shall be deemed to be an adult.

Number of Hands to be employed on Balers and Pressers.

15. (a) Where a power baler is used there shall be five men. When baling out of paddock the farmer shall man the sweep.

(b) When baling out of a wallop the farmer shall find an extra man.

(c) Should any baler be fitted with a mechanical appliance, which appliance enables the work of one or more men to be performed mechanically, the number of hands to be employed on such machine may be reduced accordingly.

Rates of Pay on Balers and Pressers.

	Hay.		Straw.	
	Per Ton.		Per Ton.	
	s.	d.	s.	d.
16. (a) Driver and feeder	..	1 5	1 7	
Other workers	..	1 4	1 6	

(b) For hand-baling the rate shall be not less than 24s. per ton, which rate shall be paid to one man, or where two men are employed the rate shall be equally divided.

(c) The wiremen shall keep the tally of bales pressed.

Posting of Award.

17. A. copy of this award shall be posted up at each machine by the employers for the information of the men.

Application of Award.

18. This award shall apply to the original parties named herein and to all employers connected with or engaged in any of the industries covered by the award whether actually mentioned in the list of parties or not, and all employers not so named are bound by the provisions of the award and their obligations are the same as if they had been named in the list of parties.

Scope of Award.

19. This award shall operate throughout that portion of the Canterbury Industrial District lying north of the Rangitata River.

Term of Award.

20. This award shall come into force on the day of the date hereof, and shall continue in force until the 31st day of July, 1942.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the Court hath hereunto set his hand, this 24th day of November, 1941.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM.

This award embodies the terms of settlement arrived at by the assessors in Conciliation Council.

A. TYNDALL, Judge.

**NEW ZEALAND MOTOR AND HORSE DRIVERS—
INTERPRETATION.**

In the Court of Arbitration of New Zealand, Wellington Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments; and in the matter of an application by the Inspector of Awards at Palmerston North for interpretation of the New Zealand Motor and Horse Drivers' award, dated the 31st day of May, 1940, and recorded in Book of Awards, Vol. XL, p. 641.

Drivers—Holidays, Payment for; Annual Allowance of—Extra Day's Pay, Computation of—"An Extra Day's Holiday," Meaning of.

The award provided, Part II, clause 10 (a): "A worker required to work on Sunday, Anzac Day, Christmas Day, or Good Friday shall be allowed an extra day's holiday for each day so worked or an extra day's pay." During a period of fourteen consecutive days a worker worked the following hours: 9, 11, 8, 8, 4, 0, 3 (Sunday), 11, 8, 11, 6, 11, 0, 0, (Sunday)—a total of 90 hours—and received two weeks' wages plus two hours' overtime pay.

Questions.—(1) Is such a worker entitled, in respect of work performed on Sunday, to receive either of the following benefits: (a) an extra day's holiday; (b) an extra day's pay?

(2) If the worker in question is entitled to receive an extra day's holiday, should such holiday be added to the annual holiday prescribed by the award, or may it be given at any time?

(3) If the holiday may be given at any time, should the ordinary hours of work for the period in which the holiday is given be reduced and, if the answer is in the affirmative, by how much?

(4) If the worker is entitled to receive an extra day's pay, how should such day's pay be computed?

Answers.—(1) The worker is entitled to receive either an extra day's holiday or an extra day's pay.

(2) If an extra day's holiday is granted, the said holiday should be added to the annual holiday prescribed by clause 10 (a) of Part II of the award.

(3) In view of the answer to question (2), no answer is necessary to question (3).

(4) The extra day's pay should be computed by dividing the worker's ordinary weekly wage by six.

WHEREAS by the New Zealand Motor and Horse Drivers' award, dated the 31st day of May, 1940, and recorded in Book of Awards, Vol. XL, p. 641, it was directed, *inter alia*, in clause 10 (a) of Part II as follows:—

10. (a) . . . A worker required to work on Sunday, Anzac Day, Christmas Day, or Good Friday shall be allowed an extra day's holiday for each day so worked or an extra day's pay.

Clause 10 shall apply to all workers covered by Part II of this award, except those workers specially provided for in clause 11.

And whereas questions have arisen as to the interpretation of this award to the following purport:—

(1) Where, during the two weeks ending the 29th June, 1941, a driver employed under Part II of the beforementioned award actually worked the following hours: First day, 9 hours; second day, 11 hours; third day, 8 hours; fourth day, 8 hours; fifth day, 4 hours; sixth day, nil; seventh day (Sunday), 3 hours; eighth day, 11 hours; ninth day, 8 hours; tenth day, 11 hours; eleventh day, 6 hours; twelfth day, 11 hours; thirteenth day, nil; and fourteenth day, nil—a total of 90 hours—and received two weeks' wages, together with two hours' overtime pay, is such a worker entitled, in respect to work performed on one Sunday, to receive either of the following benefits?—

(a) An extra day's holiday.

(b) An extra day's pay.

(2) If the worker in question is entitled to receive an extra day's holiday, should such holiday be added to the annual holiday prescribed by the award, or may it be given at any time?

(3) If the holiday may be given at any time, should the ordinary hours of work for the period in which the holiday is given be reduced and, if the answer is in the affirmative, by how much?

(4) If the worker is entitled to receive an extra day's pay, how should such day's pay be computed?

And whereas the Inspector of Awards at Palmerston North has made application to the Court for interpretation of the said award.

INSPECTOR'S STATEMENT OF FACTS AGREED UPON.

The employer is engaged in a goods-transport service operating under the Transport Licensing Act and conveys goods between the Levin district and Wellington.

The goods carried include a considerable volume of fresh vegetables from market gardens in and around Levin, which are consigned to produce markets in Wellington. The vegetables, which reach the markets in Wellington on Mondays, are loaded on Sundays. When the driver is to be required to perform Sunday work, he is off duty from Friday afternoon for forty-eight hours until he commences duty on the Sunday.

During the two weeks ending the 29th June, 1941, a driver was employed under Part II of the award and actually worked the following hours: First day, 9 hours; second day, 11 hours; third day, 8 hours; fourth day, 8 hours; fifth day, 4 hours; sixth day, nil; seventh day (Sunday), 3 hours; eighth day, 11 hours; ninth day, 8 hours; tenth day, 11 hours; eleventh day, 6 hours; twelfth day, 11 hours; thirteenth day, nil; and fourteenth day, nil—a total of 90 hours—and received two weeks' wages, together with two hours' overtime pay.

The case quoted in this application is typical of other workers in the service of several employers in the district.

OPINION OF THE COURT, DELIVERED BY TYNDALL, J.

As Sunday, Anzac Day, Christmas Day, and Good Friday are necessarily calendar days, we are of the opinion that the definition of "day" contained in clause 1 of Part II of the award is not applicable to the words "for each day so worked" in the second sentence of clause 10 (a) of the same Part. We are also of the opinion "an extra day's holiday" in the same sentence means a holiday of one working-day on full pay added to the annual holiday of twelve consecutive working-days on full pay provided for in the first sentence of clause 10 (a).

No daily number of hours is fixed in Part II of the award, the only requirement being that the daily hours and the daily span of hours shall not *exceed* the number prescribed in the license of the operator under the Transport Licensing (Goods-services) Regulations. We consider, therefore, that a day's pay for the purpose of clause 10 (a) should be ascertained by dividing the weekly wage by six.

The questions submitted to the Court are answered as follows:—

- (1) The worker is entitled to receive either an extra day's holiday or an extra day's pay.
- (2) If an extra day's holiday is granted, the said holiday should be added to the annual holiday prescribed by clause 10 (a) of Part II of the award.
- (3) In view of the answer to question (2), no answer is necessary to question (3).
- (4) The extra day's pay should be computed by dividing the worker's ordinary weekly wage by six.

Dated this 20th day of November, 1941.

[L.S.]

A. TYNDALL, Judge.

NELSON CITY COUNCIL **LABOURERS AND GARDENERS.**—
AWARD.

In the Court of Arbitration of New Zealand, Nelson Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments; and in the matter of an industrial dispute between the Wellington, Nelson, and Westland Local Bodies', other Labourers', and Related Trades' Industrial Union of Workers (hereinafter called "the union") and the undermentioned Council (hereinafter called "the employers") :—

Nelson City Council, Nelson.

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the above-mentioned dispute, and having heard the union by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, doth hereby order and award :—

That, as between the union and the members thereof and the employers and each and every of them, the terms, conditions, and provisions set out in the schedule hereto and of this award shall be binding upon the union and upon every member thereof and upon the employers and upon each and every of them, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this award; and, further, that the union and every member thereof and the employers and each and every of them shall respectively do, observe, and perform every matter and thing by this award and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this award or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same. And the Court doth hereby further award, order, and declare that any breach of the said terms, conditions, and provisions set out in the schedule hereto shall constitute a breach of this award, and that a penalty as by law provided shall be payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect as hereinafter provided and shall continue in force

until the 24th day of September, 1942, and thereafter as provided by subsection (1) (d) of section 89 of the Industrial Conciliation and Arbitration Act, 1925.

In witness whereof the seal of the Court of Arbitration hath hereto been affixed, and the Judge of the Court hath hereunto set his hand, this 27th day of November, 1941.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE.

Interpretation.

1. This award shall apply to the Nelson City Council and its undertakings, except such undertakings in respect of which the workers are covered by another award or industrial agreement.

Hours.

2. (a) "Ordinary working-hours" shall mean eight hours worked between 7.45 a.m. and 4.45 p.m. from Monday to Friday inclusive. One hour shall be allowed for a midday meal. An ordinary week's work shall not exceed forty hours worked within the above limits.

(b) Notwithstanding anything contained in subclause (a) hereof, the ordinary working-hours of employees engaged in street-sweeping, cleansing of public conveniences, or in the maintenance of other essential services shall be from 7 a.m. to 5 p.m. on any day of the week from Monday to Friday inclusive and from 7 a.m. to 11 a.m. on Saturday: Provided that not more than eight hours shall be worked on any one day and the total working-hours in any two consecutive weeks shall not exceed eighty (80).

(c) All time worked outside or in excess of the hours prescribed herein shall be deemed to be overtime.

(d) Notwithstanding anything hereinbefore provided, it shall be lawful for the chief executive officer of the department concerned to agree with workmen employed on any work affected by the tide or other unavoidable circumstances (or on any emergency work) that ordinary working-hours shall be other than those hereinbefore mentioned. Payment of overtime shall not be required, provided the number of such other hours worked does not exceed eight on any one day or forty in any week and does not include any part of a Saturday after 12 o'clock noon or a Sunday or any holiday mentioned in clause 2 of this award. For the purposes of this provision the chief executive officer of the department concerned may arrange the workmen in shifts.

(e) *Employees on Reserves, Beaches, Playing-grounds, and Gardens.*—Where any of these workers are required in the ordinary course of the departments as at present conducted to be in attendance on Saturdays, Sundays, or holidays, the time worked on such days shall be included in the forty-hour week without payment of overtime.

(f) In consideration of the service performed by the caretaker at the Queen's Gardens on Saturdays, Sundays, and holidays, he shall be granted one week's holiday in addition to the holiday provided in clause 3 hereof.

(g) The weekly hours to be worked by the sexton shall not exceed forty (40), to be worked on any day of the week, including Sunday: Provided that the Council will permit Sunday funerals only under exceptional circumstances; and provided, further, that in respect of all work performed by the sexton on Saturdays after noon and on any Sunday or holiday he shall receive extra pay at one-half the ordinary rate.

Holidays.

3. (a) The following days shall be regarded as holidays and shall be paid for—namely, New Year's Day, Anniversary Day, Good Friday, Easter Monday, Labour Day, the birthday of the reigning Sovereign, Christmas Day, Boxing Day, Anzac Day, and any day or part of a day declared by the Mayor for any reason of local or national importance to be a holiday. Should any of the above-named days, other than Anzac Day, fall on a Sunday, the day following shall be observed as a holiday.

(b) All time worked on Good Friday, Christmas Day, Anzac Day, or on any Sunday shall be paid for at double the ordinary rates: Provided that there shall be a minimum payment of 10s. for all work performed on such days.

(c) All time worked during ordinary working-hours on any holiday other than those specified in subclause (b) hereof shall be paid for at one and a half times ordinary rates.

Wages.

4. The minimum rates of wages to be paid to labourers and all workers covered by this award for work done during working-hours shall be—

(a) £4 17s. 6d. per week whilst engaged on any of the following work, namely:—

- (1) Construction, maintenance, and repair of street foot-paths, preparing and, except as hereinafter provided, handling of materials for same.

- (2) Assisting a skilled worker in the construction, repair, or demolition of buildings, bridges, culverts, sewers, drains, fences, walls, or other structures the property of the employer.
- (3) Trenching, ditching, levelling, and grading ground.
- (4) Pick-and-shovel and barrow work.
- (5) Labourers on gardens and reserves.
- (6) Street cleaning and sweeping.
- (7) Cemetery workers other than resident sexton.
- (b) The following rate shall be paid to the under-mentioned workers:—

Concrete work: £4 19s. 2d. per week.

Quarry work—

Quarry foreman: £5 9s. 2d. per week.

Pneumatic-drill men: £5 7s. 6d. per week.

Hammer and drill, and assisting foreman to lay and fire charges, and feeding stone-crushers: £5 0s. 10d. per week.

All other quarry workers: £4 19s. 2d. per week.

Laying and repairing gas and water mains or services or new piped drains: £5 4s. 2d. per week.

NOTE.—This applies to a workman responsible for the proper placing and jointing of the pipes and not to workmen employed on excavation or back filling.

Workers employed in clearing or repairing blocked or defective sewers or foul drains, or when required to come into contact with faecal or sewage matter or to enter an operating septic tank for purposes other than inspection, or to enter the sewers, manholes, ejector stations, or other underground works in operation as part of the sewerage system of the city or to repair same, shall be paid 3d. per hour additional on their ordinary rate for the time they are so employed.

Collecting and handling house refuse: £5 4s. 2d. per week.

Spraying tar or bitumen on power-driven sprayer—

(1) Man operating the nozzle of the sprayer: £5 4s. 2d. per week.

Man assisting nozzle-man with hose: £5 4s. 2d. per week.

(2) Men carrying, boiling or mixing, or coming in contact with free tar, bitumen, or asphaltic oils: £5 0s. 10d. per week.

(3) Such workers to be supplied with boots, overalls, and cleansing-oil, and, where required, with gloves.

(4) "Free tar or bitumen" shall mean tar or bitumen which is not enclosed in barrels or drums.

In addition to the wages hereinbefore prescribed, the employer shall provide sound gum boots in case of "wet work" and overalls in all cases of "dirty work."

Qualified gardeners: £5 0s. 10d. per week.

"Working gangers" or leading hands in charge of three or more other men shall be paid 1s. per day additional on ordinary rates.

Men sinking shafts or trenches 6 ft. or over in depth or working in tunnels, or working in excavations requiring workers to shovel more than 6 ft. in height, shall receive 1d. per hour additional on ordinary rates.

Resident sexton: £5 a week and free house.

Overtime.

5. The rates to be paid for overtime shall be—

- (a) Time and a half for the first four hours and double time thereafter.
- (b) When working overtime, an interval as may be agreed upon between the workmen engaged and the chief executive officer of the department affected shall be allowed for a meal about every four hours.
- (c) Overtime shall not be worked except in case of emergency and under instructions from the chief executive officer of the department affected, who shall be the sole judge of what constitutes an emergency. Such instructions may be standing instructions applicable to any particular class of emergency.
- (d) For the purpose of computing overtime, the hourly rate of wages shall be one-fortieth of the prescribed weekly rate.

Payment of Wages.

6. (a) Wages shall be paid weekly or fortnightly, at the option of the employer, in the employer's time on a specified day of the week.

(b) One week's notice on either side shall terminate the engagement. Nothing in this subclause shall be held to prevent the summary dismissal of a worker for serious misconduct.

(c) Notwithstanding anything contained herein, it is agreed between the parties hereto that when any worker employed under a scheme for the relief of unemployment is transferred from the employment of the Council to that of any other employer, either at his own request or otherwise, it shall not be necessary for either party to give the notice required by subclause (b) hereof, and in such case the worker's service with the Council for the purposes of annual leave only shall not be deemed to have been broken, provided the period of service with such other employer does not exceed three weeks at any one time or a total of six weeks in any period of twelve months, and provided, further, that in such case the worker shall be paid only in respect of the days actually worked for the Council and at a proportioned rate based upon a wages rate of 2s. 5½d. per hour.

Tools.

7. All tools shall be found by the employer and shall be taken in charge by the workman to whom the same are issued. Any tools not returned or accounted for to the satisfaction of the chief executive officer of the department affected shall be charged against such workman, and such charge shall be a debt due to the employer and recoverable accordingly.

General Provisions.

8. (a) Sanitary accommodation shall be provided where necessary, and also shelter-sheds for men to take meals and change clothing where this is necessary.

(b) Where necessary, workers employed removing or disposing of household refuse or rubbish shall be supplied with gloves by the employer.

(c) Where workers' hands come in contact with faecal matter, rubber gloves shall be supplied by the employer.

(d) A pair of rubber gloves shall be made available by the employer for the use of convenience attendants.

(e) Employers shall supply suitable oilskin raincoats to surfacemen when they are required to work in wet weather, and to workers required in wet weather to clear sumps, culverts, drains, or water-tables. Workers using oilskin raincoats shall be held responsible for any loss or damage due to wilful destruction or neglect. Before a second or subsequent issue is made the used coat shall be returned to the store.

(f) Suitable raincoats shall also be supplied to other men engaged on outside work, at the discretion of the Engineer or management.

(g) Gum boots shall be provided for all workers engaged in working in sewers or wet places. A wet place shall be deemed to be a place where workers are required to work in water, slush, or wet concrete over 2 in. in depth, or where water, other than rain, is dripping on them.

(h) Five minutes at lunch time and ten minutes at knock-off time shall be allowed to all tar-workers for cleansing purposes.

(i) *Qualified Gardeners.*—A “qualified gardener” is a workman classified as such by the Council on recommendation by the Superintendent of Parks and Reserves, or who has served an apprenticeship to gardening. Should any question arise as to the correct classification of any such workman, the matter shall be decided in accordance with clause 18 hereof.

Annual Leave.

9. (a) Employees who have been employed for at least one year shall be entitled to five working-days’ annual leave on full pay. Employees with more than one year’s service shall be entitled to ten working-days’ annual leave on full pay.

(b) Men employed on street-cleaning, scavenging, or as refuse-loaders or at refuse-tips shall be entitled to ten working-days’ annual leave on full pay.

(c) The resident sexton shall be entitled to three weeks’ annual leave on full pay.

(d) The above holidays shall be taken at times approved by the City Engineer or management, but shall not include any of the days mentioned in or arranged by virtue of clause 3 hereof.

(e) Not less than fourteen days’ clear notice shall be given by employer to employee to go on annual holiday leave, and holiday payment shall be made to workers prior to going on leave.

(f) A worker on leaving or being discharged from the service of the employer, other than by dismissal for serious misconduct, shall be granted proportionate pay as leave for time served.

(g) Nothing in this award shall operate in any way to reduce the holiday privileges at present enjoyed by workers covered by this award.

Special Leave.

10. Employees shall not be entitled to payment if absent from work without leave of the chief executive officer of the department affected, and deduction shall be made from wages at ordinary rates accordingly.

Sick-leave.

11. In the case of sickness or accident in respect of which payment is not due under the Workers' Compensation Act, such leave may be for any period not exceeding one week from the date of ceasing work in any period of twelve months. In such case the worker shall obtain from a doctor a certificate stating the nature of such illness and the probable duration of such worker's incapacity for work, and the cost of such certificate as aforesaid shall be borne by the employer.

Public Property.

12. Every worker is required to conserve the employer's interests in every way possible, and shall report to some responsible officer any matter which in his opinion is likely to result in damage to public property, loss to the employer, or inconvenience or danger to the public. Any worker who shall neglect or fail to take all such reasonable steps as lie in his power to fulfil the obligation imposed upon him by this section and to report as aforesaid shall render himself liable to summary dismissal.

Under-rate Workers.

13. (a) Any worker who considers himself incapable of earning the minimum wage fixed by this agreement may be paid such lower wage as may from time to time be fixed, on the application of such worker after due notice to the union, by the local Inspector of Factories or such other person as the Court of Arbitration may from time to time appoint for that purpose; and such Inspector or other person in so fixing such wage shall have regard to the worker's capability, his past earnings, and such other circumstances as such Inspector or other person as aforesaid may think fit to consider after hearing such evidence and argument as the union and such worker may offer.

(b) Such permit shall be for such period, not exceeding six months, as such Inspector or other person shall determine, and after the expiration of such period shall continue in force until the expiration of fourteen days' notice which shall have been given to the worker by the secretary of the union

requiring the worker to have his wage again fixed in the manner provided by this clause: Provided that in the case of any worker whose wage is so fixed by reason of old age or permanent disability the wage may be fixed for such longer period as such Inspector or other person as aforesaid shall think fit.

(c) Notwithstanding the foregoing, it shall be competent for a worker to agree with the chief executive officer of the department affected and the secretary of the union upon the rate of such wage without having same fixed as aforesaid.

(d) It shall be the duty of the union to give notice to the Inspector of Factories of every agreement made with a worker pursuant to the provisions hereof.

(e) It shall be the duty of the employer, before employing a worker at such lower wage, to examine the permit or agreement by which such wage is fixed.

Accidents.

14. A worker who shall meet with any injury during the course of his employment shall forthwith report to or be conveyed to a doctor for examination and first-aid treatment, and obtain from such a doctor a certificate stating the nature and extent of such injury and the probable duration, if any, of such worker's incapacity for work; and the cost of such conveyance, treatment, and certificate as aforesaid shall be borne by the employer.

Increase in Rates of Remuneration.

15. All rates of remuneration, including time and piece wages and overtime and other special payments provided for in this award, shall be subject to the provisions of the general order dated 9th August, 1940, under the Rates of Wages Emergency Regulations 1940, increasing rates of remuneration by an amount equal to 5 per cent. thereof.

Workers to be Members of Union.

16. (a) It shall not be lawful for any employer bound by this award to employ or to continue to employ in any position or employment subject to this award any adult person who is not for the time being a member of an industrial union of workers bound by this award or who is not for the time being a member of a trade-union which was registered as such before the 1st day of May, 1936, and which is bound by this award: Provided, however, that any non-unionist may be

continued in any position or employment by an employer bound by this award during any time while there is no member of a union bound by this award who is available to perform the particular work required to be done and is ready and willing to undertake it.

(b) For the purposes of subclause (a) of this clause a person of the age of eighteen years or upwards, and every other person who for the time being is in receipt of not less than the minimum rate of wages prescribed by this award for workers of the age of twenty-one years and upwards, shall be deemed to be an adult.

(NOTE.—Attention is drawn to subsection (4) of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, which gives to workers the right to join the union.)

Bicycle Allowance.

17. Employees who are required to use their own bicycle for the purpose of their employment shall receive an allowance of 2s. per week or 6d. per day for same.

Disputes.

18. The essence of this award being that the work of the employer shall not on any account whatsoever be impeded but shall always proceed as if no dispute had arisen, it is provided that if any dispute or difference shall arise between the parties bound by this award, or any of them, as to any matter whatsoever arising out of or connected therewith and not dealt with in this award, every such dispute or difference shall be referred to a committee to be composed of two representatives of each side, together with an independent chairman to be mutually agreed upon or, in default of agreement, to be appointed by the Conciliation Commissioner for the district. Either side shall have the right to appeal to the Court against the decision of any such committee upon giving to the other side written notice of such appeal within fourteen days after such decision has been made known to the party desirous of appealing.

Scope of Award.

19. This award shall apply to the Nelson City Council.

Term of Award.

20. This award, in so far as it relates to wages, shall be deemed to have come into force on the 24th day of September, 1941, and so far as all the other conditions of this award are

concerned it shall come into force on the day of the date hereof; and this award shall continue in force until the 24th day of September, 1942.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the Court hath hereunto set his hand, this 27th day of November, 1941.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM.

This award embodies the terms of settlement arrived at by the assessors in Conciliation Council. Wages have been made payable retrospectively, in accordance with the agreement of the parties.

A. TYNDALL, Judge.

**NORTH CANTERBURY CARPENTERS AND JOINERS.—
APPRENTICESHIP ORDER.**

In the Court of Arbitration of New Zealand, Canterbury Industrial District.—In the matter of the Apprentices Act, 1923, and its amendments; and in the matter of the North Canterbury Carpenters and Joiners' apprenticeship order, dated the 11th day of December, 1930, and recorded in Book of Awards, Vol. XXX, p. 1037, and its amendments.

Wednesday, the 12th day of November, 1941.

UPON reading the application of the Apprenticeship Committee set up for that portion of the Canterbury Industrial District lying north of the Rangitata River in connection with the carpentering and joinery trade for consolidation of the North Canterbury Carpenters and Joiners' apprenticeship order, dated the 11th day of December, 1930, and recorded in Book of Awards, Vol. XXX, p. 1037, and its amendments, and upon hearing the duly appointed representative of the said Committee and of the persons, firms, and companies bound by the provisions of the said order and its amendments, this Court, having deemed it expedient to make an order under section 5 of the said Act consolidating all orders prescribing wages, hours, and other conditions of employment to be incorporated in contracts of apprenticeship in the said

trade in the said locality, and prescribing such other matters and things as the Court is required and authorized by the said section to prescribe, doth hereby order and prescribe as follows:—

1. The locality in which this order shall have effect is that portion of the Canterbury Industrial District lying north of the Rangitata River.

2. The trade or industry to which this order shall apply is carpentering and joinery, and/or joiners' machining, and the provisions of this order shall apply to all employers of apprentices in the trade in the district (whether bound by an award or industrial agreement relating to the said trade or not), and to all apprentices employed by such employers in such trade, and to all contracts of apprenticeship between such employers and apprentices.

3. Contracts of apprenticeship, and every alteration or amendment thereof, shall be registered with the District Registrar for the district within a period of fourteen days after the commencement of the employment of the apprentice, or the expiration of any period of probation served by him, pursuant to the Apprentices Act (in the case of an original contract), or within fourteen days after the making of the alteration. If the contract or alteration is not presented for registration as aforesaid the parties thereto are severally liable to a fine of £10 under the Apprentices Act, 1923.

4. Every employer shall, within three days after engaging any person as an apprentice, give notice of such engagement to the District Registrar of Apprentices for the locality concerned.

5. Every employer desiring to employ an apprentice in any branch or branches of the trade shall, before engaging the proposed apprentice, make application in writing to the Apprenticeship Committee, and the Committee shall either grant or refuse the apprentice after inquiring into the facilities within the scope of the proposed employer's business for teaching the proposed apprentice: Provided, however, that after the Committee has been satisfied as to an employer's facilities for teaching an apprentice in any branch or branches of the trade, it shall not be necessary for the employer, previously to engaging further apprentices (up to his quota) for that branch or those branches, to make such application to the Committee if his facilities for teaching apprentices remain equally efficient; but if the Committee, in granting permission to employ an apprentice, shall have notified an employer that his facilities for teaching apprentices

are insufficient to justify the employment of more than a limited number of apprentices it shall in such case be necessary for that employer to make such application as hereinbefore mentioned in respect of any apprentices he may thereafter wish to engage in excess of that number.

6. The minimum age at which a person may commence to serve as an apprentice shall be fourteen years.

7. The term of apprenticeship shall be five years.

8. The proportion of the total number of apprentices to the total number of journeymen employed by any employer shall be not more than one to three or fraction of three. For the purpose of determining the number of journeymen in taking on a new apprentice each apprentice who has completed three years of his apprenticeship shall be counted as a journeyman.

9. The employer shall notify the Apprenticeship Committee in writing in every instance in which an apprentice is transferred to another employer for a period of fourteen days or more. The Apprenticeship Committee shall be notified within fourteen days of the date on which the apprentice was transferred to such other employer.

10. The powers and discretions provided for in section 13 of the Apprentices Act, 1923, may be exercised by the District Registrar and the Apprenticeship Committee, notwithstanding that the employer to whom it is proposed to transfer an apprentice is already employing the full quota of apprentices as determined by the apprenticeship order.

11. (a) For the purpose of ascertaining the number of journeymen and apprentices who have completed three years of their apprenticeship employed by any employer in the trade or industry every employer shall, when required so to do by the District Registrar, furnish to the District Registrar, within such time as he shall direct, a return of the average number of journeymen employed by him during the twelve months immediately preceding a date to be specified by the District Registrar, together with the number of apprentices employed by him who have completed three years of their apprenticeship.

(b) The proportion of apprentices to journeymen employed by any employer shall, for the purpose of determining whether such employer is entitled to enter into a contract of apprenticeship with an apprentice, be based upon the number of journeymen who, at the date of the making of the contract of apprenticeship, had been employed by that employer for not less than two-thirds full time for a period of six months preceding that date, together with the number

of apprentices who, at the date of the making of the contract of apprenticeship, have completed three years or more of their apprenticeship.

12. The minimum rates of wages payable to apprentices shall be—

For a commencing age of less than eighteen years—				Per Week.		
				£	s.	d.
First year—						
First six months	..	..	..	0	17	6
Second six months	..	..	..	1	1	6
Second year—						
First six months	..	..	..	1	5	6
Second six months	..	..	..	1	10	0
Third year—						
First six months	..	..	..	1	15	0
Second six months	..	..	..	2	0	0
Fourth year—						
First six months	..	..	..	2	5	0
Second six months	..	..	..	2	10	0
Fifth year—						
First six months	..	..	..	2	15	0
Second six months	..	..	..	3	0	0
For a commencing age of eighteen years and over—						
First year—						
First six months	..	..	..	1	10	0
Second six months	..	..	..	1	15	0
Second year—						
First six months	..	..	..	2	0	0
Second six months	..	..	..	2	5	0
Third year—						
First six months	..	..	..	2	10	0
Second six months	..	..	..	2	15	0
Fourth year—						
First six months	..	..	..	3	0	0
Second six months	..	..	..	3	5	0
Fifth year—						
First six months	..	..	..	3	10	0
Second six months	..	..	..	3	15	0

13. All rates of remuneration, including overtime and other special payments provided for in this order, shall be subject to the provisions of the general order dated 9th August, 1940, under the Rates of Wages Emergency Regulations 1940, increasing rates of remuneration by an amount equal to 5 per cent. thereof.

14. If ordered to do so by the Court or a Committee, any apprentice residing within a radius of eight miles from a technical college or school or other approved institution shall, during three years of his apprenticeship, or until he shall have obtained the certificate hereinafter mentioned, attend the classes in such college, school, or institution in carpentering and joinery, and/or joiners' machining, and, whether an apprentice is so ordered to attend or attends voluntarily, the employer shall refund to the apprentice the amount of the fees for each term in which his attendance is not less than 75 per cent. of the maximum possible.

15. Every apprentice who, whether he has been ordered to attend such classes or not, shall have obtained from the Principal of the college, school, or institution in which he has attended classes as before mentioned a certificate that he has passed an examination equivalent to that required to be passed in order to obtain a certificate in carpentering and joinery and/or joiners' machining in Grade 2 of the City and Guilds of London Institute shall, upon production of such certificate to his employer, be paid during the fourth year of his apprenticeship at the rate of not less than 7s. 6d. per week in excess of the minimum rate provided in clause 12 hereof, and during the fifth year of his apprenticeship at the rate of not less than 10s. per week in excess of such minimum rate.

16. The period of probation to be prescribed in any contract of apprenticeship to enable the employer of any apprentice to determine his fitness shall not exceed three months in the case of a first apprenticeship to the trade, and shall not exceed one month in any other case.

17. A person under twenty-one years of age who has served part of his apprenticeship to the trade outside of New Zealand may complete the term of apprenticeship herein provided for with an employer in the district on furnishing to the District Registrar a certificate from his former employer and/or such other evidence (if any) as the District Registrar may require in order to show the time served by such person as an apprentice outside of New Zealand. The District Registrar may refuse to register any contract of apprenticeship entered into under the provisions of this clause until such evidence has been furnished to him. Any party aggrieved by the decision of the District Registrar may within fourteen days appeal to the Court, whose decision shall be final and conclusive. The period of probation in cases coming within the scope of this clause shall not exceed three months.

18. An apprentice shall make up all time lost by him in any year through his own default or sickness or for any cause not directly connected with the business of the employer before he shall be considered to have entered on the next succeeding year of his apprenticeship, or, if in the final year, to have completed his apprenticeship.

19. Accidents not arising out of and in the course of the employment shall be deemed to be sickness, and the provisions of this order relative to payment of and deductions from wages and making up time in case of sickness shall apply accordingly.

20. An employer shall be entitled to make a rateable deduction from the wages of an apprentice for any time lost by him through sickness or through his own default.

21. An employer shall be entitled to make a rateable deduction from the wages of an apprentice for any time during which the factory is closed for the purpose of cleaning or repairing the machinery, but not for a longer period or periods than one week in all in any year of the apprenticeship.

22. The hours worked by an apprentice shall, subject to the provisions of any statute, be those normally worked by journeymen in accordance with the provisions of the award or industrial agreement relating to the employment of journeymen for the time being in force in the district.

23. An employer shall not require or permit an apprentice under seventeen years of age to work more than seven hours' overtime in any week, except on work covered by the country conditions clause of the award or industrial agreement referred to in clause 22.

24. The minimum rate of overtime shall be 1s. per hour, provided that for apprentices employed in factories the minimum rate shall be 1s. 6d. per hour.

25. The conditions of the award or industrial agreement referred to in clause 22 hereof, in so far as they relate to the method and time of payment of wages, holidays (except in regard to deductions for holidays), travelling-time, suburban work, country work, meal-money, and other matters (other than membership of the union) relating generally to the employment and not in conflict with this order, shall be applicable to apprentices.

26. Every contract of apprenticeship shall accord with the provisions of the Apprentices Act, 1923, and its amendments and this order, and shall make provision, either expressly or by reference to the said Act or this order, for the several matters provided for therein, and shall not contravene the provisions of any Act relating to the employment of boys or

youths. In default of such provision being made in any such contract of apprenticeship, or in so far as such provision is defective or ambiguous, the contract shall be deemed to provide that the conditions of apprenticeship shall be not less favourable to the apprentice than the minimum requirements of this order.

27. It shall be an implied term in every contract of apprenticeship that the apprentice will diligently and faithfully obey and serve the employer as his apprentice for the prescribed term, and will not absent himself from the employer's service during the hours of work without the leave of the employer or except as permitted by this order; and, further, will not commit or permit or be accessory to any hurt or damage to the employer or his property, nor conceal any such hurt or damage if known to him, but will do everything in his power to prevent the same.

28. It shall be an implied term in every contract of apprenticeship that the employer will during the prescribed term, to the best of his power, skill, and knowledge, train and instruct the apprentice, or cause him to be trained and instructed, as a competent journeyman in the trade of a carpenter and joiner or joiners' machinist in accordance with the provisions of the Apprentices Act, 1923, and its amendments, and of this order, and any amendments thereof: Provided, however, that if the business carried on by the employer does not comprise all the operations usually included in the training of a journeyman in the trade of a carpenter and joiner or joiners' machinist the operations to be taught the apprentice shall be specifically set out in the contract of apprenticeship, and in default thereof the employer shall be deemed to have contracted to train and instruct the apprentice in all the operations usually included in the training of a journeyman in the trade of a carpenter and joiner or joiners' machinist: Provided it shall not be competent for an employer to employ a youth as an apprentice until he has been established in business for at least two years or unless he is able to satisfy the Committee that he is in a position to continue as an employer.

29. No premium in respect of the employment of any person as an apprentice shall be paid to or received by an employer, whether such premium is paid by the person employed or by any other person.

30. The provisions of this order shall not necessarily apply in the case of a special contract of apprenticeship entered into under the provisions of section 7 of the Statutes Amendment Act, 1936.

31. It shall be an implied term in every contract of apprenticeship that the provisions of the Master and Apprentice Act, 1908, shall not apply thereto.

32. The powers conferred on the Court by paragraphs (b) to (l) inclusive of section 5 (4) of the said Act are hereby delegated by the Court to the said Committee in so far as those powers relate to the said trade and locality, but reserving, nevertheless, power to the Court at any time, and from time to time, to withdraw all or any of such powers.

33. This order is made in substitution for the North Canterbury Carpenters and Joiners' apprenticeship order, dated the 11th day of December, 1930, and recorded in Book of Awards, Vol. XXX, p. 1037, and its amendments, which are hereby revoked.

34. This order shall operate and take effect as from the day of the date hereof.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM.

This order merely consolidates the North Canterbury Carpenters and Joiners' apprenticeship order, dated the 11th day of December, 1930, and its amendments.

A. TYNDALL, Judge.

NEW ZEALAND MOTOR AND HORSE DRIVERS.—
ENFORCEMENT.

In the Court of Arbitration of New Zealand, Northern Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments; and in the matter of the New Zealand Motor and Horse Drivers' award, dated the 31st day of May, 1940, and recorded in Book of Awards, Vol. XL, p. 641; and in the matter of an action between Kenneth Stuart Shorter, as and being an Inspector of Awards, Auckland, plaintiff, and Robert Ernest Walker, trading as Walker's Ice Supply Co., of The Strand, Parnell, Auckland, defendant.

Award, Application of — Parties — "Blanket Clause" — Citation of Industrial Unions of Employers in "Industry to which Dispute related" — Industrial Conciliation and Arbitration Amendment Act (No. 2), 1937, Section 5 (1), as amended by Industrial Conciliation and Arbitration Amendment Act (No. 2), 1939, Section 6 — Hours — Overtime — Drivers.

(1) The employer employed drivers in the business of selling and delivering ice, which he purchased from another concern. A number of employers' unions and also a number of individual

employers were named as parties to the proceedings leading to the making of the award, but no employer whose business was confined to the sale and delivery of ice was cited. The award provided: "This award shall apply to all drivers of horse-drawn and self-propelled vehicles and/or implements, not covered by another award, and to workers employed to assist such drivers." *Held*, That the employer was engaged in the industry to which the dispute related and was by virtue of section 5 (1) of the Industrial Conciliation and Arbitration Amendment Act (No. 2), 1937, and of section 6 of the Industrial Conciliation and Arbitration Amendment Act (No. 2), 1939, bound by the award.

(2) The award by its general provisions fixed a forty-four-hour week and required payment at time and a half rates for time worked in excess of forty-four hours weekly, but also provided that drivers employed by ice-cream manufacturers, aerated-water and cordial manufacturers might be employed for forty hours per week for six months of the year and forty-eight hours per week for the remaining six months at the weekly wage specified for forty-four-hour-week workers. *Held*, That the business did not come within the classifications for which the optional hours were permitted and the drivers concerned were consequently entitled to payment at the rate of time and a half for the hours worked in excess of forty-four weekly.

STATEMENT OF CLAIM.

THE plaintiff claims to recover from the defendant the sum of £10 (ten pounds) as a penalty for a breach of the New Zealand Motor and Horse Drivers' award dated the 31st day of May, 1940.

The following are particulars of the said breach:—

That the defendant did, during the week ending the 23rd day of November, 1940, employ the workers, G. Bradley and J. Briggs, at work coming within the scope of the said award, and did fail to pay the said workers at the rate of time and a half on the award rate for time worked in excess of forty-four hours by each of the two workers in the said week, as required by clause 6 of Part I of the said award.

JUDGMENT OF THE COURT, DELIVERED BY TYNDALL, J.

The defendant operates a business comprising the sale and delivery of ice. He does not manufacture the ice, but purchases it from another concern. He owns eight motor-trucks, five or six of which are used in the summer months and only two in the winter months. He employs two permanent drivers throughout the year, and during the summer period of maximum demand he employs further casual labour. The workers mentioned in the statement of claim are the permanent drivers. The actual ordinary hours worked throughout the year by these permanent drivers are

identical with those prescribed as optional in clause 2 (g) of Part I of the New Zealand Motor and Horse Drivers' award (Book of Awards, Vol. XL, p. 641)—namely, forty-eight per week from the 1st day of November to the 30th day of April inclusive, and forty per week from the 1st day of May to the 31st day of October inclusive.

It will be noted that the application of clause 2 (g) is limited to drivers employed by ice-cream manufacturers, aerated-water and cordial manufacturers. The defendant manifestly does not come within any of these classifications, and consequently the plaintiff claims that the workers, G. Bradley and J. Briggs, should have been paid at the rate of time and a half for the hours in excess of forty-four in accordance with clause 6 of Part I of the award.

Mr. Anderson, for the defendant, pointed out that the business is confined to the delivery of ice, and argued that as no employer whose business is the delivery of ice was cited pursuant to the provisions of section 5 (1) of the Industrial Conciliation and Arbitration Amendment Act (No. 2), 1937, the defendant therefore is not bound by the award.

With this contention we do not agree. The initial portion of section 5 (1) of the Industrial Conciliation and Arbitration Amendment Act (No. 2), 1937, reads:—

Where in any application under section forty-one of the principal Act any industrial union or industrial association of employers is named as a respondent, in accordance with the requirements of paragraph (b) of subsection five of that section, all employers (not being members of that industrial union or of any industrial union comprised in the industrial association) who are engaged in the industrial district in any industry to which the dispute relates shall also be deemed to be respondents (as if they had been named in the application); . . .

Section 6 of the Industrial Conciliation and Arbitration Amendment Act (No. 2), 1939, extends the above provision to applications made under section 58 of the principal Act.

A number of industrial unions of employers were named as respondents in the application made under section 58 in connection with the Combined District Motor and Horse Drivers' Dispute, and consequently all employers (not being members of any of the said industrial unions) who were engaged in the combined district in any industry to which the dispute related must have been deemed to be respondents.

The industry to which the dispute related and to which the award applies is described in clause 1 (a) of the award in the following terms:—

This award shall apply to all drivers of horse-drawn and self-propelled vehicles and/or implements, not covered by another award, and to workers employed to assist such drivers.

We are satisfied that the defendant was and is engaged in the industry to which the dispute related and the award relates. We hold that he is bound by the award and that, as he did not comply with the provisions of clause 6 thereof, he has committed a breach.

Judgment must be for the plaintiff, but in the special circumstances of the case no penalty is imposed.

Dated this 12th day of November, 1941.

[L.S.]

A. TYNDALL, Judge.

**WELLINGTON INDUSTRIAL DISTRICT ELECTRICAL WORKERS.—
AMENDMENT OF APPRENTICESHIP ORDER.**

In the Court of Arbitration of New Zealand, Wellington Industrial District.—In the matter of the Apprentices Act, 1923, and its amendments; and in the matter of the Wellington Industrial District Electrical Workers' apprenticeship order, dated the 20th day of August, 1924, and recorded in Book of Awards, Vol. XXV, p. 775.

Thursday, the 13th day of November, 1941.

WHEREAS by section 5 (2) of the Apprentices Act, 1923, the Court is empowered to amend any order made under section 5 (1) of the said Act: And whereas the Wellington Electrical Workers' Apprenticeship Committee has made application to the Court for an amendment of the Wellington Industrial District Electrical Workers' apprenticeship order, dated the 20th day of August, 1924, and recorded in Book of Awards, Vol. XXV, p. 775: And whereas the duly appointed delegate of the Court has considered the recommendations made to it by the said Committee and has heard the representatives of the employers and workers bound by the said order: Now, therefore, the duly appointed delegate of the Court, in pursuance and exercise of the powers vested in it by the said Act, doth hereby order as follows:—

1. That clause 8 of the said order shall be deleted, and the following provision substituted therefor:—

"8. The minimum rates of wages payable to apprentices shall be—

		Per Week.		
		£	s.	d.
" For the first six months ..	..	0	15	0
" For the second six months ..	..	0	19	0

		Per Week.		
		£	s.	d.
" For the third six months ..	..	1	3	0
" For the fourth six months ..	..	1	7	0
" For the fifth six months ..	..	1	11	0
" For the sixth six months ..	..	1	15	0
" For the seventh six months ..	..	2	0	0
" For the eighth six months ..	..	2	4	0
" For the ninth six months ..	..	2	8	0
" For the tenth six months ..	..	2	12	0

" All rates of remuneration, including overtime and other special payments provided for in this order, shall be subject to the provisions of the general order dated 9th August, 1940, under the Rates of Wages Emergency Regulations 1940, increasing rates of remuneration by an amount equal to 5 per cent. thereof."

2. That the wage rates prescribed in clause 1 hereof shall apply only to contracts of apprenticeship entered into after the coming into force of this amending order.

3. That clause 9A of the said order, as inserted by the amending order dated the 4th day of April, 1928, and recorded in Book of Awards, Vol. XXVIII, p. 324, shall be deleted and the following provision substituted therefor:—

" 9A. Any apprentice who passes the Government Wiremen's Examination for electrical wiremen in both theory and practice and becomes registered under the Wiremen's Registration Act shall be paid 7s. 6d. per week in addition to the wages prescribed for the fourth year, and 10s. per week in addition to the rates for the fifth year, as from the date of the apprentice's registration under the Wiremen's Registration Act."

4. That clause 4 of the said order shall be deleted and the following provision substituted therefor:—

" 4. Subject to the conditions of this order, a person fourteen years of age or over may commence to serve as an apprentice, provided that such person produces to the Apprenticeship Committee satisfactory written evidence that he has completed the prescribed educational course of not less than two years to a post-primary standard, and that he has completed such course with the minimum of a 40 per cent. pass in each of the following subjects: English, mathematics, and drawing: Provided that where the prescribed course is not available in a school, a correspondence course

to a similar standard may be accepted. The education qualification provisions of this clause shall not be effective until twelve months after the coming into force of this amendment to the order."

5. That this order shall operate and take effect as from the day of the date hereof.

[L.S.] J. A. GILMOUR, Stipendiary Magistrate,
Acting as a duly appointed delegate
of the Court of Arbitration.

MEMORANDUM.

The proposed amendments to the order were agreed to by the Wellington and Napier Apprenticeship Committees, but were opposed by the Palmerston North employers. After hearing evidence and argument at Palmerston North, I have decided to adopt the proposed amendments, with certain alterations to clause 4 which are designed to make the clause more workable. These alterations were submitted to and approved by the Wellington Committee.

J. A. GILMOUR, Stipendiary Magistrate.

AUCKLAND FRUIT AND VEGETABLE TRADERS.—APPLICATION FOR AWARD.

In the Court of Arbitration of New Zealand, Northern Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments; and in the matter of an industrial dispute between the Auckland Fruit and Vegetable Retail Traders' Industrial Union of Employers, applicant, and the Auckland Amalgamated Society of Shop-assistants' (other than Butchers', Grocers', Hairdressers', and Chemists' Assistants) Industrial Union of Workers, respondent.

Award, Application for—Application by Industrial Union of Employers—No other Employers joined as Respondents—Union representing only One Class of the Employers in the Industry—Inclusion in Application of "Blanket Provisions"—Section 5 (1), Industrial Conciliation and Arbitration Amendment Act (No. 2), 1937, not applicable where Application made by Union of Employers—Practice, Citation of Parties—Industrial Conciliation and Arbitration Act, 1925, Section 41 (5) (b).

On an application by the Auckland Fruit and Vegetable Traders' Industrial Union of Employers the Conciliation Council proceedings resulted in a complete settlement of the dispute, the

assessors making written request pursuant to section 3 of the Industrial Conciliation and Arbitration Amendment Act (No. 2), 1939, that the terms of settlement be forwarded directly to the Court of Arbitration for embodying in an award. At the hearing objection to the making of the award was made under section 106 of the Act by the Auckland Chinese Fruiterers' Association (Incorporated) and the Auckland Indian Association (Incorporated). Chinese and Indian employers in the industry were not members of the applicant union of employers and were not joined as parties to the dispute. It was shown that the applicant union did not desire any of those employers to be made parties to the proceedings, but its claims and the terms of settlement showed that it did desire that all such employers should be bound by the award, and the usual "blanket clause" was incorporated in the terms of settlement as in the case of citations made under section 5 (1) of the Industrial Conciliation and Arbitration Amendment Act (No. 2), 1937. *Held* (following *Wilson v. Kibby*, Book of Awards, Vol. XXXIX, p. 1343), That as the application was by an industrial union of employers, section 5 (1) of the Industrial Conciliation and Arbitration Amendment Act (No. 2), 1937, had no application, and all the employers in the industry should be cited in accordance with section 41 (5) (b) of the Industrial Conciliation and Arbitration Act, 1925. The dispute was accordingly referred back to the Council with a direction that such employers be joined.

JUDGMENT OF THE COURT, DELIVERED BY TYNDALL, J.

On the 27th of August, 1941, an application was filed with the Clerk of Awards, Auckland, asking that an industrial dispute relating to the retail fruit and vegetable industry in the area lying within a radius of twenty-five miles of the General Post Office, Auckland, be heard by a Council of Conciliation. The applicant was the Auckland Fruit and Vegetable Retail Traders' Industrial Union of Employers, and the application states that it was desired that the Auckland Amalgamated Society of Shop-assistants' (other than Butchers', Grocers', Hairdressers', and Chemists' Assistants) Industrial Union of Workers should be made parties to the proceedings. No other industrial unions, industrial associations, or employers were named in the application as respondents.

The Conciliation Commissioner appointed Wednesday, the 24th of September, 1941, for the hearing of the dispute. On the 19th of September counter-proposals were filed by the respondent union.

In the course of the inquiry held before the Council of Conciliation a settlement of the dispute was arrived at by the parties. On the 25th of September the terms of settlement were reduced to writing, and the assessors made a written

request to the Clerk of Awards, Auckland, that the said terms should be forwarded directly to the Court of Arbitration, pursuant to section 3 of the Industrial Conciliation and Arbitration Amendment Act (No. 2), 1939.

The Court happened to be sitting in Auckland at this time, and on 26th September an application was made for a fixture to enable objections to be heard. The hearing took place on 8th October. Mr. Bishop appeared, under section 106 of the Industrial Conciliation and Arbitration Act, 1925, on behalf of the Auckland Chinese Fruiterers' Association (Incorporated) and the Auckland Indian Association (Incorporated) and asked that the Court should not incorporate the terms of the settlement in an award pursuant to section 3 of the Industrial Conciliation and Arbitration Amendment Act (No. 2), 1939.

He stated as his grounds for the application that he represented a large number of employers in the industry in the area concerned who were not members of the applicant union of employers and who were not at any time or in any way made parties to the proceedings. This being so, the said employers had had no part in the framing of the terms of settlement, with which they strongly disagreed.

He questioned whether the applicant union of employers represented the majority of the employers in the industry and whether the members of the said union employed a majority of the workers engaged in the industry.

He drew attention to the fact that the terms of settlement included the following clause:—

This award shall apply to the original parties named herein, and shall extend to and bind as subsequent party hereto every trade-union, industrial union, industrial association, or employer who, not being an original party hereto, is, when the award comes into force or at any time whilst this award is in force, connected with or engaged in the industry to which this award applies within the industrial district to which this award relates.

This clause closely follows the wording of portion of subsection (3) of section 89 of the Industrial Conciliation and Arbitration Act, 1925, as amended by subsection (4) of section 5 of the Industrial Conciliation and Arbitration Amendment Act (No. 2), 1937, and appeared in both the claims of the applicant union and the counter-proposals of the respondent union. It is evident, therefore, that, irrespective of the operation of section 89 of the statute, the applicant and the respondent were wholly in agreement in their desire that all other employers now engaged in the industry should be bound by the award if and when made.

The original application for the hearing of the dispute was made under section 41 of the principal Act. The initial portion of subsection (5) of this section reads:—

- (5) Every application made under this section shall state—
- (a) The name of the union, association, or employer making the application (hereinafter, together with any other unions, associations, or employers subsequently joined as applicants, termed the applicants):
- (b) The names of all industrial unions, industrial associations, and employers whom the applicants desire to be made parties to the proceedings (hereinafter, together with any other unions, associations, or employers subsequently joined as respondents, termed the respondents).

The only modification of the provision laid down above for the citation of parties to proceedings is contained in subsection (1) of section 5 of the Industrial Conciliation and Arbitration Amendment Act (No. 2), 1937. It has already been stated by this Court that it is clear that this subsection contemplates only applications made by industrial unions or associations of workers (*Wilson v. Kibby*, Book of Awards, Vol. XXXIX, p. 1343), consequently it has no bearing on the application now under consideration, which is an application by an industrial union of employers. It was necessary, therefore, that the requirements of paragraph (b) of subsection (5) of section 41 of the principal Act should be complied with. The applicant union was well aware of the existence in the industry of many employers other than those comprised in its membership, and had considerable knowledge of the divergent views of those employers because of previous proceedings in this Court. Its application shows definitely that it did not desire any of those employers to be made parties to the proceedings, but its claims and the terms of the settlement show with equal definiteness that it did desire that all the said employers should be bound in the event of an award being made.

In these circumstances, the Court declines to incorporate the terms of settlement in an award pursuant to subsection (1) of section 3 of the Industrial Conciliation and Arbitration Amendment Act (No. 2), 1939.

The Court is of the opinion that all the employers in the industry in the area concerned, other than those comprised in the membership of the applicant union, should be joined as parties.

The dispute is accordingly referred back to the Council of Conciliation with a direction that the said parties be joined.

Dated this 25th day of November, 1941.

[L.S.]

A. TYNDALL, Judge.

SOUTH CANTERBURY THRESHING-MILL EMPLOYEES.—AWARD.

In the Court of Arbitration of New Zealand, Canterbury Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925; and in the matter of an industrial dispute between the New Zealand Workers' Industrial Union of Workers' (hereinafter called "the union") and the undermentioned union and persons (hereinafter called "the employers") :—

South Canterbury Threshing-mill Owners' Industrial Union of Employers (R. S. Goodman, Secretary),
Arcade, Timaru.

Craythorne, L. C., Millowner, Tycho R.D., Timaru.
Hayman, T. L., Header-owner, Studholme, South Canterbury.

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the above-mentioned dispute, and having heard the union by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, doth hereby order and award :—

That, as between the union and the members thereof and the employers and each and every of them, the terms, conditions, and provisions set out in the schedule hereto and of this award shall be binding upon the union and upon every member thereof and upon the employers and upon each and every of them, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this award; and, further, that the union and every member thereof and the employers and each and every of them shall respectively do, observe, and perform every matter and thing by this award and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this award or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same. And the Court doth hereby further award, order, and declare that any breach of the said terms, conditions, and provisions set out in the schedule hereto shall constitute a breach of this award, and that a penalty as by law provided shall be payable by any party or person in respect thereof. And the Court doth further order that this

award shall take effect as from the day of the date hereof and shall continue in force until the 31st day of July, 1942, and thereafter as provided by subsection (1) (d) of section 89 of the Industrial Conciliation and Arbitration Act, 1925.

In witness whereof the seal of the Court of Arbitration hath hereto been affixed, and the Judge of the Court hath hereunto set his hand, this 24th day of November, 1941.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE.

Hours of Work.

1. The hours of work on threshing-mills when threshing in stooks shall be between 6.30 a.m. and 8.30 p.m., except on Saturdays, when the hours of work shall be between 6.30 a.m. and 7.30 p.m. When threshing in stacks the hours shall be between 6 a.m. and 8 p.m., except on Saturdays, when the hours shall be between 6 a.m. and 5 p.m. Fifteen minutes extra shall be allowed to finish a set. Work on header harvesters shall cease not later than 10 p.m.

Number of Hands to be employed.

2. (a) The minimum number of hands to be employed on each standard mill shall be as follows: Driver, feeder, three stackmen, three bagmen, one strawman, one waterman, and in camp, one cook. In stack threshing the bag carriers shall assist where required. In stook threshing three men shall be employed in the bag hole and three men forking in the paddock, and the farmer shall find an extra man to fork if required.

(b) It shall not be deemed to be a breach of this clause if an employer is prevented from having the full complement of hands by reason of accident or absence of any worker through illness or any other cause beyond the control of the employer, but the employer shall make up the full complement of hands as soon as reasonably practicable.

(c) When shelling clover the number of hands to be employed shall be driver, feeder, forker, and waterman.

(d) In the case of American or similar mills the number of hands (excluding the cook) to be employed shall be not less than:—

For mills of not greater dimensions than 22 in. by 38 in.,
five men.

For mills of not greater dimensions than 28 in. by 46 in.,
six men.

If an elevator is used an extra strawman shall be employed.

For mills of not greater dimensions than 32 in. by 54 in., eight men.

(e) Except as hereinafter provided, the number of hands for header harvesters when threshing wheat, oats, or barley shall be not less than:—

Up to 8 ft. size, two men.

Over 8 ft. and up to 14 ft. size, three men.

14 ft. and over, four men.

(f) When a header harvester is used as a stationary mill it shall be manned as provided in subclause (d) hereof.

(g) Should a mill or header be fitted with a mechanical appliance that enables the work of one or more men to be performed mechanically, the number of hands to be employed on such machine may be reduced accordingly.

(h) Youths may be employed under this award at the wages prescribed herein.

Definition of "Waterman."

3. (a) The waterman shall attend to the horses, whether the mill is working or not, and, if necessary, he shall provide water outside working-hours, and he shall clean the sleeping-quarters during working-hours each day.

(b) Water for cooking shall be pure, and not taken from engine supply. A special barrel or dust-proof utensil shall be found for this purpose.

Rates of Pay.

4. (a) All hands except the driver, feeder, and cook shall be paid 2s. 3½d. per hour and found, the time to commence when the mill enters on the farm on which the crop is to be threshed and continued during all hours worked, including shifting-time from set to set, until the finish of the last set on each farm. Fifteen minutes in the morning and fifteen minutes in the afternoon shall be allowed for lunch and paid for. Threshing-time does not include any time that the mill may be stopped exceeding ten minutes allowed for repairs or any other unavoidable cause, or any time occupied in shifting from farm to farm; but if the public road is used to expedite shifting between paddocks or farms immediately opposite one another, and the property of the one owner, such time shall be paid for. The rates for drivers shall not be less than 3s. 6d. per hour and found, and the feeder, 2s. 9½d. per hour and found. The wages for a cook shall be

£5 15s. 6d. per week where eight or more men, exclusive of the cook, are employed, and £5 5s. per week where not more than seven men, exclusive of the cook, are employed. Seven days shall constitute a cook's week.

(b) The minimum rate for workers employed on header harvesters shall be as follows:—

Driver, 2s. 9½d. per hour and found.

Other workers, 2s. 8d. per hour and found.

(c) Three-quarters of an hour shall be allowed for dinner, and such time shall not be paid for.

(d) In the case of portable seed-cleaning plants, the number of hands shall not be less than two; carting away cleaned seed or stacking same in barn or shed shall not be part of the duties of the men employed on the machine.

(e) The following clauses of this award shall apply to workmen working on seed-cleaning plants: Clause 4, relating to wages paid on header harvesters, and clauses 10 and 11, relating to union membership.

(f) When seed-cleaning plants are used for grain-pickling the employer shall supply respirators for the use of the workmen.

Termination of Employment.

5. (a) Should any man desire to leave the mill during the currency of the season he shall give the driver in charge forty-eight hours' notice of his intention to do so, or forfeit two average days' pay. Should any employer desire to dismiss any worker, he shall give him two days' notice or two average days' pay, except where it shall be for incompetency or wilful disobedience of orders, when such dismissal may be summary and without compensation.

(b) Any worker leaving or being dismissed shall receive from the millowner all wages due at the termination of his employment, such wages to be paid for at the minimum rate.

Tallies of Time worked.

6. In all cases the number of hours worked shall be kept by the representatives of the employers and workers and certified to by the farmer or his representative at the conclusion of the threshing, and a copy of same posted in the whare at the completion of the threshing on each farm.

Food to be supplied.

7. (a) All food supplied shall be of sufficient quantity, sound, well cooked, and properly served by the cook, and the following rations shall be supplied: Bread, factory or

good separator butter, jam, sugar, syrup or treacle, tea, coffee, milk (fresh or condensed), cheese, potatoes, green vegetables, onions, peas, beans, oatmeal, rice, barley, cornflour, tapioca, sago, currants, raisins, dried apricots or prunes or stewing fruit, table salt, curry, mustard, spices, pepper, herbs, essences, vinegar, sauce, carbonate of soda, cream of tartar, suet, meat, and an amount of fish not exceeding 1 lb. per man in any week may be substituted for meat; also soap and washing-soda for cleaning cooking-utensils. Delf or enamel ware and forks other than steel forks shall be provided for the use of the men.

(b) When the mill is working, meals shall consist of breakfast, lunch, dinner, lunch, and tea. When the mill is idle, the lunches need not be supplied.

(c) The employer shall provide for sleeping-accommodation weatherproof and properly ventilated huts.

(d) In the case of header harvesters it shall be a compliance with the requirements of this clause if the employer:—

- (i) Conveys the workers to and from his yard or base each day; and
- (ii) Arranges for the supply of sufficient and substantial meals for the workers at the usual times; and
- (iii) Makes provision for adequate shelter and (where necessary) for conveyance thereto in the case of inclemency of the weather interrupting the work.

(e) The employer shall provide his employees with the stipulated accommodation in the event of the operations being temporarily suspended through breakdown or inclement weather.

Trivial Disputes.

8. In every case a representative of the men shall be elected or chosen for each mill at each camp, and all trivial disputes that shall arise not in contravention of this award shall be decided by the representative of the men and the representative of the employer, and their decision shall be final.

Interview with Union Agent.

9. Any mill may be visited by an officer of the union at any time, and once in each season when threshing stacks. The mill shall stop for fifteen minutes to allow the officer to transact union business. Such lost time shall not be counted as working-time.

Employer's Liability to employ Unionists.

10. (a) It shall not be lawful for any employer bound by this award to employ or to continue to employ in any position or employment subject to this award any adult person who is not for the time being a member of an industrial union of workers bound by this award or who is not for the time being a member of a trade-union which was registered as such before the 1st day of May, 1936, and which is bound by this award.

(b) For the purpose of subclause (a) of this clause a person of the age of eighteen years or upwards, and every other person who for the time being is in receipt of not less than the minimum rate of wages prescribed by this award for workers of the age of twenty-one years and upwards, shall be deemed to be an adult.

Workers to be Members of the Union.

11. (a) Every worker coming within the scope of this award shall become and remain a member of the New Zealand Workers' Industrial Union of Workers, and reasonable facilities shall be given any such worker on threshing-mills, header harvesters, clover-hullers, and portable seed-cleaning plants to become a member of the union. Any worker who fails to comply with the provisions of this subclause commits a breach of this award.

(b) On request by the union's official organizer or other accredited official of the union, each worker shall immediately pay his union contribution by cash or order on his employer.

Holidays.

12. (a) The following holidays shall be observed: Good Friday or Easter Monday.

(b) It shall be competent for the employer and the majority of the workers on each mill to agree to the substitution of one other day in lieu of above.

(c) Sunday threshing and heading shall be prohibited.

Posting of Award.

13. A copy of this award shall be posted up on the galley at the mill by the employer for the information of the men.

Rope for Strawmen.

14. Strawmen shall be supplied by the employer with 40 ft. of rope.

Payment of Wages.

15. Once in each week, on a day to be named by the employer or his representative at the commencement of the work, the employer shall, at the request of the worker, pay to such worker or his order any sum not exceeding 75 per cent. of the net amount then due to him.

Piecework.

16. No piecework shall be allowed.

Payment of Order.

17. Each employer covered by this award shall pay to the organizer of the union, on demand, all moneys due to the union on the written order of the men concerned.

Medical Outfit.

18. A first-aid compressed kit shall be kept in a convenient and accessible place about the mill, to be used in the event of accident only. Such outfit shall be kept fully equipped.

Exemptions.

19. Provided a farmer does no threshing or heading off his own farm, then the provisions of this award shall not apply to him when threshing or heading his own grain with his own plant on his own farm; but he shall pay the wages prescribed in clause 4 and shall comply with clauses 9, 10, and 11.

Application of Award.

20. This award shall apply to the original parties named herein and to all employers connected with or engaged in any of the industries covered by the award, whether actually mentioned in the list of parties or not, and all employers not so named are bound by the provisions of the award and their obligations are the same as if they had been named in the list of parties.

Scope of Award.

21. This award shall operate throughout that portion of the Canterbury Industrial District lying between the Rangitata and Waitaki Rivers.

Term of Award.

22. This award shall come into force on the day of the date hereof, and shall continue in force until the 31st day of July, 1942.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the Court hath hereunto set his hand, this 24th day of November, 1941.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM.

This award embodies the terms of settlement arrived at by the assessors in Conciliation Council.

A. TYNDALL, Judge.

NEW ZEALAND (EXCEPT WESTLAND) FREEZING WORKERS—ENFORCEMENT.

In the Court of Arbitration of New Zealand, Wellington Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments; and in the matter of the New Zealand (except Westland) Freezing Workers' award dated the 24th day of April, 1940, and recorded in Book of Awards, Vol. XL, p. 385; and in the matter of an action between George Francis Grieve, as and being an Inspector of Awards, Wellington, plaintiff, and Thomas Borthwick and Sons (A'sia), Ltd., a company incorporated in England and carrying on business in New Zealand and having its Head Office for New Zealand at Masterton, defendant. Hearing: 28th to 30th October, 1941, at Wellington. Counsel: *Inspector of Awards* in person; *J. Macfarlane Laing* for defendant; *R. Hardie Boys* for the Wellington and Marlborough Freezing Works and Related Trades' Employees' Industrial Union of Workers; *O. C. Mazengarb* for Waingawa Freezing Works Labourers' Industrial Union of Workers.

Compulsory Unionism—Two Unions covering Employees in One Works—Union, Rules of—Validity of Admission to Membership—Continuance of Membership irrespective of Subsequent Occupations or Employment—Freezing-works Employees.

Certain workers were employed in the Waingawa Freezing Works in the occupation of runner-off or stripper, puller, manure hand, fletcher, and cure assistant and were members of the Waingawa Freezing Works Labourers' Industrial Union of Workers, the rules of which provided for the admission of "any person employed or intending to be employed as a freezing-works labourer," no other occupation being specified. Other employees in the works were members of the Wellington and Marlborough Freezing Works and Related Trades Employees' Industrial Union of Workers, the rules of which provided for the admission (in addition to freezing-works labourers) of pullers, manure hands, and a number of other

specified workers. It was claimed that owing to the degree of skill required of the workers concerned they were not "freezing-works labourers," that their membership of the Freezing Works Labourers' Union did not absolve the employing company from liability in respect of a breach of the provisions of the award under which it was an offence "to employ or to continue to employ in any position or employment subject to this award any adult person who is not for the time being a member of an industrial union of workers bound by this award," and that the Wellington and Marlborough Freezing Works and Related Trades' Union was the proper union to which they should belong. The plaintiff admitted that both unions were bound by the award, but claimed that a worker must be a member of a union bound by the award in respect of the trade, calling, or occupation in which the worker individually was engaged. *Held*, That actual employment in the industry, or in any particular capacity in the industry, was, on the wording of the membership rule of the Waingawa Freezing Works Labourers' Union, not an essential qualification so long as at the time of admission the worker was intending to be employed as a freezing-works labourer, and in the absence of any evidence as to their intention to the contrary the workers had been validly admitted as members. The rules of the union contemplated continuation of membership in spite of the fact that a member might leave his employment coming within the scope of the union, and once a worker had been validly admitted his occupation or employment thereafter had no bearing on the continued validity of his membership. The workers were therefore, in law and in fact, members of an industrial union of workers bound by the award. Judgment for the defendant.

STATEMENT OF CLAIM.

THE plaintiff claims to recover from the defendant the sum of £10 (ten pounds) as a penalty for a breach of the New Zealand (except Westland) Freezing Workers' award dated the 24th day of April, 1940, and recorded in Book of Awards, Vol. XL, p. 385. The following are particulars of the said breach:—

That the defendant, being a party to and bound by the said award between the 1st day of February and the 1st day of March, 1941, did employ in a position of employment subject to the said award an adult person—namely, H. Burney—who was not for the time being a member of an industrial union of workers bound by the said award or a member of a trade-union which was registered as such before the 1st day of May, 1936, and which was bound by the said award.

The plaintiff also claims to recover from the defendant the sum of £10 (ten pounds) as a penalty for a breach of the same award. The following are particulars of the said breach:—

That the defendant, being a party to and bound by the said award, between the 1st day of February and the 1st day of March, 1941, did employ in a position of employment subject to the said award an adult person—namely, C. Gillon—who was not for the time being a member of an industrial union of workers bound by the said award or a member of a trade-union which was registered as such before the 1st day of May, 1936, and which was bound by the said award.

The plaintiff also claims to recover from the defendant the sum of £10 (ten pounds) as a penalty for a breach of the same award. The following are particulars of the said breach:—

That the defendant, being a party to and bound by the said award, between the 1st day of February and the 1st day of March, 1941, did employ in a position of employment subject to the said award W. Emerson who was not for the time being a member of an industrial union of workers bound by the said award or a member of a trade-union which was registered as such before the 1st day of May, 1936, and which was bound by the said award.

The plaintiff also claims to recover from the defendant the sum of £10 (ten pounds) as a penalty for a breach of the same award. The following are particulars of the said breach:—

That the defendant, being a party to and bound by the said award, between the 1st day of February and the 1st day of March, 1941, did employ in a position of employment subject to the said award an adult person—namely, V. Stears—who was not for the time being a member of an industrial union of workers bound by the said award or a member of a trade-union which was registered as such before the 1st day of May, 1936, and which was bound by the said award.

The plaintiff also claims to recover from the defendant the sum of £10 (ten pounds) as a penalty for a breach of the same award. The following are particulars of the said breach:—

That the defendant, being a party to and bound by the said award, between the 1st day of February and the 1st day of March, 1941, did employ in a position of

employment subject to the said award an adult person—namely A. Olsen—who was not for the time being a member of an industrial union of workers bound by the said award or a member of a trade-union which was registered as such before the 1st day of May, 1936, and which was bound by the said award.

JUDGMENT OF THE COURT, DELIVERED BY TYNDALL, J.

The defendant company operates a freezing works at Waingawa, near Masterton, and is bound by the New Zealand (except Westland) Freezing Workers' award (Book of Awards, Vol. XL, p. 385). Clause 1 of section 13 of the said award reads:—

It shall not be lawful for any employer bound by this award to employ or to continue to employ in any position or employment subject to this award any adult person who is not for the time being a member of an industrial union of workers bound by this award or who is not for the time being a member of a trade-union which was registered as such before the 1st day of May, 1936, and which is bound by this award: Provided, however, that any non-unionist may be continued in any position or employment by an employer bound by this award during any time while there is no member of a union bound by this award who is available to perform the particular work required to be done and is ready and willing to undertake it.

This clause was inserted in the award pursuant to the direction contained in subsection (1) of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936.

There are two industrial unions of workers which include in their membership freezing workers at the Waingawa works. One union is the Wellington and Marlborough Freezing Works and Related Trades Employees' Industrial Union of Workers. The membership rule of this union in its present form reads:—

The Union shall consist of Slaughtermen, Slaughtermen's Assistants, Pullers, Fellmongers, Wool Scourers and Washers, Tanners, Freezing-chamber Hands, Meat Preservers, Bacon Curers, Manure, Oleo, Tallow, and Sausage-casing Workers, Freezing Works Engineeroom and Stokehold Labourers, Abattoir Workers, and Freezing Works Labourers.

Any such worker in the Wellington or Marlborough Industrial Districts shall become a member of the Union on making written application to the Secretary or to any Branch Secretary, or Delegate, provided for in Rule 11.

The other union is the Waingawa Freezing Works Labourers' Industrial Union of Workers. The membership rule of this union in its present form reads:—

Any person employed or about to be employed as a freezing works labourer in the Masterton district shall become a member of the Union, without ballot or other election, on making application to the Secretary or Delegate and paying an entrance fee of 2s. 6d.

This union was registered on the 8th December, 1932, and the original membership rule was as follows:—

Any person of good character and sober habits employed or intending to be employed as a freezing works labourer in the Masterton district shall become a member of the Union, without ballot or other election, on making application to the Secretary and, except as otherwise provided by paragraph (d) of this rule, paying an entrance fee of 2s. 6d.

On the 30th November, 1933, the above rule was amended by deleting all words after the word "Secretary." On the 26th January, 1937, the rule was amended to read as follows:—

Any person of good character and sober habits employed or intending to be employed as a freezing works labourer in the Masterton district shall become a member of the Union, without ballot or other election, on making application to the Secretary and, except as otherwise provided by paragraph (d) of this rule, paying an entrance fee of 2s. 6d.

On the 17th July, 1940, the rule was again amended to read in its present form.

It is common ground that both unions of workers were bound by the New Zealand (except Westland) Freezing Workers' award.

The Waingawa Freezing Works Labourers' Union, although not an original party to the proceedings leading up to the award, was bound as a subsequent party by section 89 of the Industrial Conciliation and Arbitration Act, 1925, and by section 17 of the award.

It was explained to the Court by the Inspector of Awards that a dispute had arisen between the two unions of workers, both of which were represented at the hearing by counsel, and, with the object of obtaining a ruling from the Court on the point at issue, the action for alleged breaches of the award had been taken against the defendant company. The Inspector informed the Court that the question of penalty was immaterial. Counsel for the defendant stated that, although his company had been called upon to incur heavy expense, it was only indirectly concerned in the case. He informed the Court that his company was on the best of terms with both unions of workers, and was completely neutral in regard to the matter in dispute. He said, further, that the only concern of his company was to employ unionists in accordance with clause 1 of section 13 of the award, and, as both unions appeared to have been properly registered, and, as the workers mentioned in the statement of claim were in possession of membership tickets of the Waingawa Freezing Works Labourers' Union, he claimed that the requirements of the award had been met.

At this stage we must express the view that it is regrettable that some other method was not discovered by which the point in dispute could have been settled without involving the employer.

The occupations of the various workers at the dates mentioned in the statement of claim were as follows:—

- H. Burney: Runner off or stripper. (Paid as a stripper. Award rate, 2s. 11d. per hour.)
- C. Gillon: Puller. (Engaged on piecework.)
- W. Emerson: Manure hand. (Award rate, 2s. 8d. per hour.)
- V. Stears: Part time as a flesher. (Award rate, 2s. 7½d. per hour.) Balance of time engaged in salting and stacking hides. (Award rate, 2s. 7d. per hour.)
- A. Olsen: Cure assistant (coming within award classification of "workers not otherwise stated" in Pelt Department; rate, 2s. 7d. per hour).

All five workers were at different times elected to membership of the Waingawa Freezing Works Labourers' Union and have paid their dues to date. None have resigned from the said union. Evidence was brought by the plaintiff to show that the occupations of these workers involved varying degrees of skill, and it was contended that none of them were "freezing-works labourers" within the meaning of the membership rule of the Waingawa Freezing Works Labourers' Union. The plaintiff also contended that to enable clause 1 of section 13 of the award (workers to be members of union) to be complied with, a worker must be a member of a union bound by the award in respect of the trade, calling, or occupation in which the worker individually is engaged.

Counsel for the Wellington and Marlborough Freezing Works and Related Trades Employees' Union contended that the five workers were not freezing-works labourers, and consequently they were not validly members of the Waingawa Freezing Works Labourers' Union.

Counsel for the Waingawa Freezing Works Labourers' Union made the following four general submissions:—

- (1) That the proceedings were misconceived and that the Court could not in the said proceedings determine the union status of the five workers in question:
- (2) That it would be contrary to the principles of natural justice if the Court gave a decision in favour of the plaintiff:

- (3) That the Court should preserve the *status quo* that has obtained over a period of eight years, and not give a decision which would upset industrial relations at the Waingawa works:
- (4) That the workers concerned were, in law as well as in fact, members of an industrial union of workers bound by the award.

It is alleged in the statement of claim that the workers were not for the time being members of an industrial union of workers bound by the award. It has already been mentioned that it is common ground that the Waingawa Freezing Works Labourers' Union was bound by the award.

It remains for us to consider whether it has been proved that the workers were not for the time being members of that union. It is clear from the evidence that all five workers were at different stages admitted as members, and that since their admission all entrance fees and subscriptions had been paid by them. Further, in no case was it shown that any of the workers had resigned, nor had the name of any one of the workers been struck off the register in accordance with paragraph 20 of the rules of the union.

Paragraphs 6 (e) and 6 (f) of the rules read as follows:—

(e) Except as otherwise provided in paragraph (f) of this rule, any member leaving his employment coming within the scope of this Union may resign his membership only by giving three months' previous notice in writing to the Secretary of his intention so to do and paying all dues up to the expiry of such notice, and such member shall thereupon cease to be a member of the Union.

(f) Should a member at any time desire to transfer to any other registered industrial union he may make application to the Secretary for a clearance, and if such member's dues are paid to the date of such application the Secretary shall forthwith issue a clearance in a form approved by the Committee, and such member shall cease to be a member of the Union only in becoming a member of such other union.

From the above it is obvious that the rules of the union contemplate continuation of membership in spite of the fact that the member may leave his employment coming within the scope of the union. Consequently, once a worker has been validly admitted as a member of the union, his occupation or employment thereafter has no bearing whatever on the continued validity of his membership.

To determine whether the five workers concerned in the present case were valid members, we must therefore look to their qualifications at the time of their admission. The evidence showed that at least four, and possibly the whole

five, of the workers had been admitted before the amendment to the membership rule made in 1940. Prior to 1940 the initial portion of the membership rule read:—

Any person of good character and sober habits employed or intending to be employed as a freezing works labourer in the Masterton district . . .

No evidence whatever was brought by any party to show that any one of the five workers had not at the time of his admission been employed or intending to be employed as a freezing-works labourer in the Masterton district. Actual employment in the industry, or in any particular capacity in the industry, was not an essential qualification so long as at the time of admission the worker was intending to be employed as a freezing-works labourer.

In the absence of the slightest vestige of evidence to the contrary, we are driven to the conclusion that the workers were validly admitted as members.

We are therefore satisfied that, for the period mentioned in the statement of claim, the workers were in law and in fact members of an industrial union of workers bound by the award.

The plaintiff contended that clause 1 of section 13 of the award requires by implication that the person employed must be a member of a union bound by the award *in respect of the trade, calling, or occupation in which the worker individually is engaged for the time being*.

We do not agree with this contention. The relevant portion of the clause follows almost identically the wording of section 18 (1) of the Industrial Conciliation and Arbitration Amendment Act, 1936, and, the award being a penal enactment, we are of the opinion that the clause must be strictly construed. The requirements of the clause as determined by a strict interpretation of its exact wording have been fully met, and we do not consider the meaning suggested by the plaintiff must be attached to the clause by necessary and unavoidable implication. In other words, before the contention of the plaintiff could be accepted, we are of the opinion that further words would require to be added to the clause. We hold, therefore, that the claim for penalties must fail.

In view of this decision, there is no necessity to give consideration to the other matters raised at the hearing.

Judgment for the defendant.

Dated this 26th day of November, 1941.

[L.S.]

A. TYNDALL, Judge.

**WANGANUI MUNICIPAL TRAMWAYS AND OMNIBUS
EMPLOYEES.—INDUSTRIAL AGREEMENT.**

In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments; and in the matter of an industrial agreement between the Mayor, Councillors, and Citizens of the City of Wanganui and the New Zealand Tramways Authorities Employees' Industrial Union of Workers.

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, and its amendments, this 24th day of November, 1941, between the Mayor, Councillors, and Citizens of the City of Wanganui (hereinafter called "the Council"), of the one part, and the New Zealand Tramways Authorities Employees' Industrial Union of Workers (hereinafter called "the union"), of the other part, whereby it is mutually agreed by and between the Council and the union as follows:—

SCHEDULE.

Wages.

1. (a) The following shall be the minimum rates of wages payable to the undermentioned employees:—

			Per Hour.	
			s.	d.
One-man-car operators, motormen, cleaners, &c.—				
One-man-car operators .. .. .	..	..	2	8½
Car-cleaners .. .. .	..	..	2	5
Car-examiners .. .. .	..	..	2	5
Car-cleaners promoted to motormen-				
cleaners, first year .. .. .	..	..	2	5
Car-cleaners promoted to motormen-				
cleaners, second and subsequent years			2	6
Car-examiners promoted to motormen-				
examiners .. .. .	..	..	2	7
Conductors .. .. .	..	..	2	5
Bus-drivers—				
First year .. .. .	..	..	2	5
Second and subsequent years	..	..	2	6½
Trackmen .. .. .	..	..	2	5½
Permanent-way repairers .. .. .	..	..	2	6
Are welders .. .. .	..	..	2	7
Compressor attendant .. .. .	..	..	2	6½
Linesmen .. .. .	..	..	2	8
Assistant linesmen .. .. .	..	..	2	6
General labourers and shed hands	..	..	2	5
Storemen .. .. .	..	..	2	5

In cases where employees whose duties are normally those of one-man-car operators are called upon to act as bus-drivers during periods of relief or emergency, holidays, or making up the weekly day off of the regular bus-drivers, they shall receive one-man-car operator's rate of pay during such time.

(b) Blacksmiths, electricians, carpenters, painters, coach-workers, and other tradesmen shall be paid not less than the minimum rate of wages specified in their respective awards. They must, however, conform to the hours of work, overtime rates, time allowances, holidays, and other general conditions specified in this agreement.

(c) Lorry-drivers shall be paid the same rates of wages and shall conform to the same hours of work as are operating from time to time for the same class of work in the Works and Services Department of the Wanganui City Council.

(d) Motormen-cleaners and motormen-examiners shall whilst employed in the dual capacity of driver and conductor be paid 2½d. per hour extra in addition to the wages set down in the schedule for motormen-cleaners and motormen-examiners. Notwithstanding anything herein contained, any employee acting in the capacity of one-man-car operator shall not receive more than the rate laid down for one-man-car operators. Omnibus-drivers while collecting cash fares or issuing sectional or ordinary concession tickets shall be paid 1d. per hour in addition to the wages set down in the schedule for bus drivers.

(e) Car-cleaners and car-examiners shall be paid 2d. per hour extra for all night-shift work performed during shifts commencing after 9 p.m.

(f) Nothing in this industrial agreement shall operate so as to prevent the Council from employing apprentices or helpers under the same conditions and at the same rates of pay as are ruling in the respective awards affecting the trades under which such apprentices or helpers are engaged.

(g) The clauses in these conditions will apply to regular employees only, but casual workers may be employed at the same rates of pay as those applying to the regular staff except that no guarantee shall be given them in respect to the hours of work; and no annual holidays shall be given them.

Hours of Work.

2. Traffic and other Shift Men: (a) Except in cases of suspension of the service due to causes beyond the control of the Council, the week-day hours shall not be less than eight, to be worked within the space of twelve hours, and no employee shall be signed on or off for less than one hour.

(b) Men rostered to be off on any specific day shall not be required to change to another day except when the late shopping night is changed, or where special circumstances arise.

(c) The Council shall, in so far as it is reasonably practicable and the exigencies of the service will reasonably permit, so arrange the days off and the Sundays on as to ensure an equal distribution of the work and of Sundays off.

(d) Tram and omnibus operators shall be paid whilst waiting at sports, races, or other amusements, and in the case of temporary suspension of traffic shall not be signed off for less than one hour.

(e) Any shift-worker being required to work on after finishing shift shall receive, where practicable, two hours' notice of his being required to work on; and all specials shall be rostered not later than 2 p.m. on the previous day, except in cases of emergency.

(f) The hours of work provided for in subclauses (a) to (c) of this clause shall include all time worked by employees in performing duties appertaining to their calling, but shall not include time during which employees are booked off duty and no work is performed. It shall be part of the ordinary duties of employees to assist at any work which may be required of them for the purpose of making up time, provided such time to be made up, if worked in the sheds, exceeds half an hour.

(g) General: The hours of all workers shall not exceed eight hours per day or forty hours per week without the payment of overtime rates in accordance with clause 3.

(h) Where practicable, all employees not on shift duty and not being casual workers shall receive the day off on Saturdays, except in the case of track-cleaners or linesmen, when the day off will be taken on any day that the Manager may direct.

(i) All time worked by permanent-way repairers before 7 a.m. and after 5 p.m. shall be paid at overtime rates, except when such men are employed as shift-workers.

Overtime.

3. (a) Any time worked in excess of the daily hours prescribed, or in excess of the twelve hours provided in subclause 2 (a), shall be paid for at the rate of time and a half.

(b) All employees booked for duty on Sundays shall receive a minimum payment of two hours at the rate of double time.

(c) Traffic employees required to sign on to go out after 9 p.m. for call-back duty shall receive a minimum of two hours at time and a half.

(d) All traffic men called for call-forward or call-back duty shall receive overtime rates of pay for all such duty with a minimum payment of one hour and a half. A minimum of eight hours shall be paid for all time worked on rostered shifts irrespective of time worked on call-back or call-forward duty.

(e) All overtime shall be worked on a roster system, and shall be distributed equitably.

(f) All time worked on Sundays shall be paid for at the rate of double time.

(g) All traffic men called for duty on their normal day off shall receive payment for a minimum of two hours.

Time Allowances.

4 (a) Tram-drivers shall be allowed ten minutes to inspect car before taking same out of shed and five minutes to take car into shed; joining car on road, five minutes; leaving car on road, five minutes. In cases where car is left in depot by tram-driver, and not used by another tram-driver, and is taken out again by original driver, five minutes only shall be allowed.

(b) One-man-tram operators when using cash-fare boxes shall be allowed five minutes in addition to the time allowances in clause 4 (a).

(c) One-man-tram operators when using ordinary cash-fare sectional tickets with or without cash-fare boxes shall be allowed twenty minutes for signing on at commencement of shift and fifteen minutes to sign off at termination of shift.

(d) Conductors shall be allowed fifteen minutes for the inspection of their tickets each time they take out a new box and ten minutes each time they pay in. On all other occasions they shall be allowed five minutes to sign on and five minutes to sign off.

(e) Bus-drivers using cash-fare sectional tickets with or without cash-fare boxes shall be allowed a total of fifteen minutes for signing on and for the inspection of tickets, and ten minutes each time they pay in. On all other occasions they shall be allowed five minutes to sign on and five minutes to sign off.

(f) Bus-drivers when using cash-fare boxes shall be allowed ten minutes to sign on and five minutes to sign off.

(g) All employees who are required to take over their cars or are relieved at the post-office shall be allowed seven minutes travelling-time, or at Maria Place shall be allowed ten minutes travelling-time.

(h) Drivers when on special duty, such as picnics and country excursions, where driving duty ends on arrival at terminus and recommences on return journey, to receive eight hours at ordinary time where spread is within twelve hours.

(i) Broken Shifts: No employee shall be signed on and off more than twice in one shift. All time worked beyond a spread of twelve hours, or beyond eight hours actually worked, shall be paid for at overtime rates. One halfpenny per hour extra shall be paid for broken shift work.

Passes.

5. All employees mentioned in this industrial agreement shall travel free on the cars, and shall be provided with passes for that purpose. These passes shall be subject to the regulations printed thereon. Employees travelling to and from duty in full uniform shall not be required to produce passes.

Holidays.

6. (a) All employees other than casuals mentioned in this industrial agreement who are required to work on statutory holidays shall, after one year's service, be entitled to ten working-days' holiday every nine months at the schedule rate of pay only, as set out in this agreement. Those employees who are not required to work on statutory holidays shall, after one year's service, be entitled to ten working-days' holiday in each year at the schedule rates of pay only, as set out in this agreement.

(b) The following are the statutory holidays referred to in clause (a): New Year's Day, Anniversary Day, Good Friday, King's Birthday, Easter Monday, Boxing Day, Anzac Day, Labour Day, Christmas Day.

(c) Employees going on holiday shall, if they so desire, receive pay in advance up to the end of the holiday due.

(d) In the event of an employee other than a casual leaving the service or being discharged after nine months' service, he shall be paid for such proportion of his holidays as are due up to the time of his leaving the service.

(e) When holidays are due as provided in subclause (a) hereof, employees shall receive same as soon thereafter as the working of the system will permit.

(f) Holidays shall not be allowed to accumulate.

(g) Where practicable, not less than one week's notice shall be given by the Council to the employee to go on annual holiday leave.

(h) All employees shall receive eight hours' pay at ordinary rates for Christmas Day, Anzac Day, and Good Friday, except when Anzac Day or Christmas Day falls on a Sunday, or when any of these days fall on an employee's normal day off.

(i) Should Christmas Day, Anzac Day, or Good Friday fall on an employee's normal day off, he shall receive a day in addition to his annual leave in lieu thereof.

(j) All time worked on Christmas Day, Anzac Day, and Good Friday shall be paid for at double time rates in addition to that provided for in subclause (h) hereof.

Qualification and Promotion.

7. (a) All promotion of employees to positions affected by this industrial agreement shall be made from the employees in the service at the time of the vacancy occurring, provided there are suitable and competent employees in the service. In all cases seniority, capability, suitability, and record shall be taken into consideration.

(b) Employees not in possession of Government certificates of competency as motormen, when promotions according to seniority fall due, shall, unless failure to obtain such certificates has been due to illness or other good and substantial reason, lose priority for promotion to motormen-cleaners or motormen-examiners. Promotion to motormen-cleaners or motormen-examiners shall date from the time car-cleaners or car-examiners first act as motormen on regular time-table cars.

(c) Promotion to a one-man-car operator shall date from the time a motorman-examiner or motorman-cleaner is transferred from holidays relief and spare duties to regular shifts as set out on weekly traffic rosters.

(d) Seniority as a one-man-tram operator will date from the time of first appointment as a one-man-tram operator.

Medical Examination.

8. The management may at any time require drivers acting as one-man-tram operators to submit themselves to a medical examination by the tramway doctor.

Reports, or Complaints, or Charges against Employees.

9. (a) Any charge to be laid against an employee by an officer shall be made known to the employee as soon as practicable after the alleged offence is said to have been committed. In the event of the officer being at the time of the alleged offence on the employee's car, or in a position where he can notify him, the employee shall be informed immediately.

(b) All reports or complaints made against an employee must be in writing and signed by the person making them, and must reach the management within a reasonable time of the alleged offence. Should an explanation be required or a charge made, the employee shall be notified within twenty-four hours (Sundays and holidays excepted) after the complaint has been received.

(c) Any complaint or report by any person other than an officer affecting an employee shall be notified to such employee within twenty-four hours of the receipt by the Council of such complaint or report before being called upon to give an answer or explanation.

(d) No complaint or report by any person other than an officer shall be considered unless such complaint or report is in writing and is in the hands of the Council within ninety-six hours of the occurrence upon which the complaint or report is based.

(e) An employee shall be permitted to call evidence in his defence when an inquiry is held by the employer.

(f) When an employee is summoned to appear at head office in connection with a charge he shall, if he is exonerated, be paid for all time lost.

(g) Every employee having an entry made on his record concerning a charge shall have an opportunity to initial it, and, if desired, he shall be allowed to make a copy of the entry.

(h) Every employee who has given notice that he wishes to appeal as provided in the Tramways Appeal Act, 1910, shall be entitled to obtain a copy of all the evidence taken before the departmental inquiry at least a week before the appeal is heard.

(i) All complaints shall be made to and dealt with by the General Manager. In the event of the General Manager being away, such report shall be delivered to him within

forty-eight hours of his returning, and the inquiry shall be commenced within forty-eight hours of his receipt of the report. All reports shall be made in ink or indelible pencil.

(j) In inquiries regarding charges of a departmental nature involving disratement or dismissal, the employee affected may have the right to have a union representative present at such inquiry.

(k) All reports and correspondence dealing with minor complaints or irregularities affecting each employee shall be destroyed after a period of four years, but this shall not apply to the employee's record referred to in subclause (g) hereof.

Seats and Lockers.

10. A seat shall be provided for motormen on each car, to be used subject to such reasonable regulations as the Manager may issue from time to time. A waterproof locker shall be provided on each car, with a lock.

Clothing.

11. (a) All employees required to wear uniforms and overcoats shall be supplied with the same at the cost of the Council. No employee shall wear such uniforms or clothing except whilst on duty.

(b) Employees must keep all clothing in good order and repair, and must appear on duty clean and tidy in dress and person.

(c) The following shall be supplied: To linesmen—overcoat, oilskin, and sou'wester. To car-equipment adjusters—all requisite tools usually supplied sufficient to carry out their work, and overalls when required, but not exceeding two sets per annum. To permanent-way repairers and trackmen permanently employed—oilskin, sou'wester, and leggings; when spraying hot tar, these men shall be supplied with clogs and overalls. To arc welders—suitable equipment shall be provided for protection in carrying out their duties. If motormen are compelled to work in shed on dirty work, overalls to be provided.

(d) Tradesmen who are required to work in the pits shall be provided with overalls. Welders shall be provided with suitable aprons.

Conductors' "Shortages" and "Overs."

12. Each conductor's shortages and overs shall be balanced fortnightly to coincide with pay period, and posted in the depot as soon as possible thereafter, and any deficiency shall

be paid in by the conductor on the next pay-day. The shortage sheet shall be posted daily. Surpluses to be carried forward, except on the pay period immediately preceding the 31st of March each year.

Terms of Engagement.

13. Not less than one week's notice of termination of employment shall be given by the Council and the employee; but this shall not prevent the Council from dismissing an employee without notice for good and substantial cause, subject in all cases to an appeal by the employee, unless otherwise mutually agreed between the Council and the employee. This clause shall not apply to casuals, who may resign or be dismissed at any time. "Casuals" shall be deemed to mean employees with less than three months' service.

General.

14. (a) One-man-tram operators shall be paid 3d. per hour extra during such hours as they are training students.

(b) Notwithstanding anything herein contained, employees on engagement shall be required to serve a probationary period of three months, and their services may be dispensed with at any time within that period if found unsatisfactory by the Manager. In the case of employees who are notified upon engagement that it is intended for them to ultimately become motormen, the Council may dispense with their services at any time if they fail to make satisfactory progress in gaining the necessary knowledge to qualify them for Government motormen's certificates.

(c) Every student conductor shall be provided with a bag and tickets whilst engaged in training for a conductor, and shall be responsible for same.

(d) No entry shall be made on any employee's record in cases where he has not been censured, unless an offence is admitted. Employees may inspect their records on application previously made.

(e) For breaches of discipline or other offences the Manager may suspend an employee, or reduce him to a lower grade irrespective of length of service. In addition to the usual penalties, such as dismissal, disratment, suspension, reprimands, &c., an offender may have to forfeit, in accordance with the gravity of the offence, a certain period of seniority as a one-man-tram operator.

(f) A time allowance, at ordinary rates, of fifteen minutes shall be made to employees for writing out No. 1 reports.

(g) Crib-time of half an hour on pay shall be allowed to car-cleaners and car-examiners employed on night shift.

Conveniences.

15. Lavatory accommodation, as far as possible, shall be provided at all outside termini.

Preference.

16. (a) It shall not be lawful for any employer bound by this agreement to employ or continue to employ in the industry to which this agreement relates any adult person who is not for the time being a member of an industrial union of workers bound by this agreement or who is not for the time being a member of a trade-union which was registered as such before the 1st day of May, 1936, and which is bound by this agreement: Provided, however, that any non-unionist may be continued in employment by an employer bound by this agreement during any time while there is no member of a union bound by this agreement who is available to perform the particular work required to be done and is ready and willing to undertake it: Provided, further, that this subclause shall not apply to employees promoted to the official staff.

(b) It shall be a condition of employment that employees shall join the said Union and the City or other Sick Benefit Society, and shall remain financial members thereof while in the service.

Interpretations.

17. For the purpose of this industrial agreement "Manager" or "General Manager" shall mean the Manager of the Tramway Department of the Wanganui City Council.

Term of Industrial Agreement.

18. This industrial agreement shall come into force on the 1st day of August, 1941, and shall continue in force for twelve months.

The common seal of the Mayor, Councillors, and Citizens of the City of Wanganui was hereto affixed by order of the Council by and in the presence of—

[L.S.]

W. J. ROGERS, Mayor.
A. K. WHITE, Town Clerk.

Signed and sealed on behalf of the New Zealand Tramways Authorities Employees' Industrial Union of Workers—

[L.S.]

G. N. AMOS, President.
P. A. HANSEN, Secretary.

ADDENDUM.

Increase in Rates of Remuneration.

All rates of remuneration, including time and piece wages and overtime and other special payments provided for in this award, shall be subject to the provisions of the general order, dated 9th August, 1940, under the Rates of Wages Emergency Regulations 1940, increasing rates of remuneration by an amount equal to 5 per cent. thereof.

W. J. ROGERS, Mayor.

A. K. WHITE, Town Clerk.

G. N. AMOS, President.

P. A. HANSEN, Secretary.

NORTH CANTERBURY THRESHING-MILL AND CLOVER-HULLER EMPLOYEES.—AWARD.

In the Court of Arbitration of New Zealand, Canterbury Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments; and in the matter of an industrial dispute between the New Zealand Workers' Industrial Union of Workers (hereinafter called "the union") and the undermentioned union, persons, firms, and companies (hereinafter called "the employers") :—

North Canterbury American-type Threshing-mill Owners' Industrial Union of Employers, 176 Hereford Street, Christchurch.

Aitken and Gillespie, Ltd., Methven.

Amor Bros., Header-harvester Owners, Rangiora.

Gadds' Threshing-mills, Ltd., Lyndhurst.

James Curragh and Co., Ltd., Templeton.

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the above-mentioned dispute, and having heard the union by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, doth hereby order and award :—

That, as between the union and the members thereof and the employers and each and every of them, the terms, conditions, and provisions set out in the schedule hereto and of this award shall be binding upon the union and upon every

member thereof and upon the employers and upon each and every of them, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this award; and, further, that the union and every member thereof and the employers and each and every of them shall respectively do, observe, and perform every matter and thing by this award and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this award or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same. And the Court doth hereby further award, order, and declare that any breach of the said terms, conditions, and provisions set out in the schedule hereto shall constitute a breach of this award, and that a penalty as by law provided shall be payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect on the day of the date hereof and shall continue in force until the 31st day of July, 1942; and thereafter as provided by subsection (1) (d) of section 89 of the Industrial Conciliation and Arbitration Act, 1925.

In witness whereof the seal of the Court of Arbitration hath hereto been affixed, and the Judge of the Court hath hereunto set his hand, this 24th day of November, 1941.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE.

Hours of Work.

1. The hours of work on standard mills, American mills, and clover-hullers shall be between 6 a.m. and 8 p.m. for stack threshing and 6 a.m. to 8.30 p.m. for stook threshing, except on Saturdays, when the hours of work shall be between 6 a.m. and 6 p.m. for stack threshing and between 6 a.m. and 7.30 p.m. for stook threshing. Fifteen minutes extra shall be allowed to finish a set. The hours of work for headers shall be between 6 a.m. and 10 p.m.

Number of Hands to be employed.

2. (a) The minimum number of hands to be employed on each standard mill shall be as follows: Driver, feeder, three stackmen, two bagmen, one strawman, one waterman, and in camp one cook.

(b) It shall not be deemed to be a breach of this clause if an employer is prevented from having the full complement of hands by reason of accident or absence of any worker through illness or any other cause beyond the control of the employer, but the employer shall make up the full complement of hands as soon as reasonably practicable. Where the absent worker's pay is stopped and when threshing is on piecework, such worker's pay shall be paid into the mess account.

(c) No youth under the age of sixteen (16) years shall be employed on any mill.

(d) If the driver and the workers' representative agree that an extra man is required on account of the special nature of the crop or for any other unforeseen cause, then such extra man shall be engaged by the employer.

(e) When shelling clover the number of hands to be employed shall be driver, feeder, forker, and waterman.

(f) Where American mills or mills of a similar pattern are used, then the number of hands to be employed shall not be less than six, and where the mill is of not greater dimensions than 28 in. by 46 in. the number shall be not less than five, excluding draymen: Provided that where an elevator is used a strawman shall be employed.

(g) In the case of header harvesters the number of hands shall be not less than:—

Up to 8 ft. size: Two men.

Over 8 ft. and up to 12 ft. size: Three men.

Over 12 ft. and up to 16 ft. size: Four men if tractor drawn and three men if self-propelled.

(h) Should a standard or American mill or clover-huller be driven by means of a Diesel engine or tractor, then no waterman will be required.

(i) Should a mill or header be fitted with a mechanical appliance which appliance enables the work of one or more men to be performed mechanically, the number of hands to be employed on such machine may be reduced accordingly.

(j) In the case of portable seed-cleaners, the number of hands shall be not less than two, except when cleaning clover-seed, when one man shall be sufficient. If clover-seed is cleaned at periods other than the beginning or end of the season the second man on the machine shall be given other employment; but carting away cleaned seed or stacking in barn or shed shall not be part of the duties of the men employed on the machine.

(k) Subject to subclause (b) hereof, the full complement of hands as stipulated must be actually working operators on the mill or header during the whole threshing-time.

Waterman.

3. (a) The waterman shall attend to his horses (when such are used) whether the mill is working or not. Where a motor-vehicle is used for the cartage of water, coal, &c., then it shall be the duty of the waterman to drive and keep such vehicle properly greased and attended to. Further, the waterman shall clean the sleeping-quarters each day during working-hours.

(b) Water for cooking shall be pure, and not taken from the engine supply. A special barrel or dust-proof utensil shall be found for this purpose.

Feeder.

4. It shall be the duty of the feeder on a standard or American mill or clover-huller to assist the driver and do paddock repairs during the season outside the hours provided in clause 1. The feeder shall be paid not less than 3s. 0½d. per hour threshing-time or 30s. 5d. per 1,000 bushels on all grain threshed. The feeder shall also be covered by clause 17.

Rope for Strawmen.

5. Strawmen shall be supplied by the employer with 30 ft. of rope.

Rates of Pay.

6. (a) Where the crop does not run at least 100 bushels per hour, workers on a standard mill shall be paid by the hour.

(b) The minimum rate for workers employed by the hour on standard or American mills or clover-hullers shall be 2s. 9d. per hour threshing-time.

(c) The minimum rate for workers employed by the hour on header harvesters shall be as follows:—

	Per Hour.	
	s.	d.
Driver (threshing or heading time)	2	9½
Other workers (threshing or heading time)	2	8

(d) Time shall commence when the standard or American mill or clover-huller or header harvester commences threshing or heading at the first set or paddock on any farm and shall continue until the plant finishes such set or paddock. These conditions shall apply at each set or paddock until the whole

of the threshing is completed on each farm. Reasonable time shall be allowed for meals, but the intervals for same shall not be treated or paid for as time worked. Time lost through the plant being stopped for repairs or for other unavoidable cause shall not be computed as time worked.

(e) Where a drayman is employed by a millowner he shall be paid not less than the rate provided for a forker.

Increase in Rates of Remuneration.

7. All rates of remuneration, including time and piece wages and overtime and other special payments provided for in this award, shall be subject to the provisions of the general order dated 9th August, 1940, under the Rates of Wages Emergency Regulations 1940, increasing rates of remuneration by an amount equal to 5 per cent. thereof.

Termination of Employment.

8. (a) Should any man desire to leave the mill during the currency of the season, he shall give the driver in charge forty-eight hours' notice of his intention to do so or forfeit two average days' pay. Should any employer desire to dismiss any worker, he shall give him forty-eight hours' notice or two average days' pay, except where it shall be for incompetency or wilful disobedience of orders, when such dismissal may be summary and without compensation. This clause shall apply also to the cook; and, further, the employer shall, if and when requested to do so by a majority of the men employed on the mill, dismiss the cook.

(b) Any worker leaving or being dismissed shall receive from the millowner all wages due at the termination of his employment, such wages to be paid at the mill, or time taken in collecting same to be paid for at the minimum rate.

Tallies of Time worked.

9. All tallies of work done shall be kept by the representative of the employer and a representative of the workers and certified to by the farmer or his representative, if available at the conclusion of the threshing, and a copy of such tallies shall be posted in the whare at the end of the threshing on each farm.

Payment of Wages.

10. Once in each week, on a day to be named by the employer or his representative at the commencement of the

work, the employer shall, at the request of any worker, pay to such worker or his order any sum not exceeding 75 per cent. of the net amount then due to him.

Food and Accommodation.

11. (a) A sleeping-whare, a cook's galley, cooking-utensils, and coal shall be supplied to the men by the employer, and the food-supplies shall be provided on the co-operative system. Should a man for any cause whatsoever leave the mill before the expiration of the season and before the food accounts have been made up, then he shall be charged at the rate of £1 12s. 6d. per week for such number of weeks as he has been engaged on the mill, and any surplus that may accrue from such payments when finalizing the mess account shall be credited thereto. Where in the opinion of the representative of the men the mess account may exceed the rate of £1 12s. 6d. per week it shall be the duty of the employer, if requested by the representative, to make up the account. If it is then found that the weekly rate exceeds £1 12s. 6d., the actual rate shall be charged.

(b) The sleeping-whare for a crew of nine men and cook shall be not less than 20 ft. long, 8 ft. wide, and 7 ft. 6 in. high in the centre, and shall be properly ventilated. This provision shall prevail on a *pro rata* basis where crews are of a less number. The cooking-whare shall be completely separated from the sleeping-whare.

(c) The wages for a cook shall be £5 10s. per week where nine men exclusive of the cook are employed, £5 per week where eight men exclusive of the cook are employed, £4 12s. 6d. per week where seven men exclusive of the cook are employed, £4 5s. per week where six men exclusive of the cook are employed, and £4 per week where five men exclusive of the cook are employed. Seven days shall constitute a cook's week.

(d) In the case of American and similar mills, headers, and clover-hullers it shall be sufficient compliance with the requirements of this clause if the employer—

- (i) Conveys the workers to and from his yard or base each day; and
- (ii) Arranges, where the workers do not provide their meals, for the supply of sufficient and substantial meals to the workers at the usual time and at reasonable prices; and
- (iii) Makes provision for adequate shelter and, where necessary, for conveyance thereto in the case of inclemency of weather interrupting the work.

Trivial Disputes.

12. In every case a representative of the men shall be elected or chosen for each mill, and all trivial disputes that may arise not in contravention of this award shall be decided by the representative of the men and the representative of the employers, and their decision shall be final.

Posting of Award.

13. A copy of this award shall be posted by each employer in the galley for the information of the men working at each mill.

Holidays.

14. (a) Christmas Day, Boxing Day, and Easter Monday shall be observed as holidays.

(b) Except in cases of emergency, no threshing or heading shall be done on Sundays. If work is essential workers shall be paid for such work at rate and a half.

Piecework.

15. (a) On standard mills where the crops run 100 bushels per hour or over piecework may be worked at not less than the following rates—viz., £1 5s. 5d. per 1,000 bushels for wheat or barley, and £1 3s. 5d. per 1,000 bushels for oats.

(b) On American mills piecework may be worked when the grain being threshed runs not less than—

- (i) On a 22 by 38 mill, 60 bushels per hour, 42s. 2d. per 1,000 bushels for wheat and barley, or 39s. per 1,000 bushels for oats.
- (ii) On a 28 by 46 mill, 80 bushels per hour, 31s. 10d. per 1,000 bushels for wheat and barley, or 29s. 3d. per 1,000 bushels for oats.
- (iii) On a 32 by 54 mill, 100 bushels per hour, 25s. 5d. per 1,000 bushels for wheat and barley, or 23s. 5d. per 1,000 bushels for oats.

(c) If whilst engaged on piecework the worker does not earn the equivalent of hourly wages, the deficiency shall be made up by the employer.

(d) Bagmen shall be paid 1s. per 1,000 bushels threshed in addition to the rates hereinbefore provided. The bagmen shall keep a tally of all grain, &c., threshed.

Interview with Union Agent.

16. Reasonable facilities shall be given at each plant to the union organizer or other official of the union to enable him to transact the business of the union, provided that

the plant shall not be stopped for more than twenty minutes in any one season by reason of such visits. Any time so lost shall not be counted as time worked.

Shifting of Plant.

17. (a) In the case of standard or American mills, all men shall assist in the shifting, packing, and setting-up of the plant, and extra payment for such shall be at the rate of 2s. 8d. per 1,000 bushels threshed, but when threshing by the hour the extra payment shall be computed at one hour for every ten hours' threshing-time.

(b) In the case of clover-hullers and header harvesters, all men shall assist in the greasing, shifting, packing, and setting up of the plant, and extra payment for such shall be made at the rate of one hour for every ten hours' threshing or heading time.

Exemptions.

18. (a) Provided drivers are paid at least 3s. 3½d. per threshing hour or 32s. 11d. per 1,000 bushels of grain threshed, and found, they shall be exempt from the provisions of this award, save and except clause 20.

(b) Provided a farmer does no threshing or heading off his own farm, then the provisions of this award shall not apply to him when threshing or heading his own grain with his own plant on his own farm, but he shall pay the wages prescribed in clauses 4, 6, and 15 and comply with clause 16.

Employer's Liability to employ Unionists.

19. (a) It shall not be lawful for any employer bound by this award to employ or to continue to employ in any position or employment subject to this award any adult person who is not for the time being a member of an industrial union of workers bound by this award or who is not for the time being a member of a trade-union which was registered as such before the 1st day of May, 1936, and which is bound by this award.

(b) For the purpose of subclause (a) of this clause, a person of the age of eighteen years or upwards, and every other person who for the time being is in receipt of not less than the minimum rate of wages prescribed by this award for workers of the age of twenty-one years and upwards, shall be deemed to be an adult.

Workers to be Members of Union.

20. (a) Every worker coming within the scope of this award shall become a member of the New Zealand Workers' Industrial Union of Workers. Reasonable facilities shall be given such workers to become members of the union. Any worker who fails to comply with the provisions of this sub-clause commits a breach of this award.

(b) On request by the union's official organizer or other accredited official of the union, each worker shall immediately pay his union contribution by cash or order on his employer.

Medical Outfit.

21. A fully equipped St. John's Ambulance first-aid compressed kit or similar outfit shall be kept in a convenient and accessible place about the mill, to be used in the event of accident only.

Portable Seed-cleaning Plants.

22. The provisions of this award relating to clover-hullers shall apply to workers employed on portable seed-cleaning machines, save and except that on seed-cleaning machines work may be performed outside the hours prescribed in clause 1 at 3d. per hour in excess of ordinary rates. The employers shall supply respirators for the use of men pickling grain.

Application of Award.

23. This award shall apply to the original parties named herein and to all employers connected with or engaged in any of the industries covered by the award, whether actually mentioned in the list of parties or not, and all employers not so named are bound by the provisions of the award and their obligations are the same as if they had been named in the list of parties.

Waiting-time.

24. Where a worker is instructed to report in the morning for work on a header harvester and on reporting no work is available, then he shall be paid the sum of 5s. If he is then required to stand by until the afternoon and still no work is available then he shall be paid a further sum of 2s. 6d.: Provided, however, that this clause shall not operate in the case of a mechanical breakdown or weather conditions preventing work commencing.

Scope of Award.

25. This award shall operate throughout that portion of the Canterbury Industrial District lying north of the Rangitata River.

Term of Award.

26. This award shall come into force on the day of the date hereof, and shall continue in force until the 31st day of July, 1942.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the Court hath hereunto set his hand, this 24th day of November, 1941.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM.

This award embodies the terms of settlement arrived at by the assessors in Conciliation Council.

A. TYNDALL, Judge.

NORTH ISLAND THRESHING-MILL, CHAFFCUTTERS, CLOVER-SHELLER, ETC., EMPLOYEES.—AWARD.

[Filed in the Office of the Clerk of Awards, Wellington.]

In the Court of Arbitration of New Zealand, Northern, Taranaki, and Wellington Industrial Districts.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments; and in the matter of an industrial dispute between the New Zealand Workers' Industrial Union of Workers (hereinafter called "the union") and the undermentioned union (hereinafter called "the employers") :—

North Island Threshing-mill and Agricultural Contractors' Industrial Union of Employers, A.M.P. Chambers, Broadway, Palmerston North.

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the above-mentioned dispute, and having heard the union by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, and having also heard

the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, doth hereby order and award:—

That, as between the union and the members thereof and the employers and each and every of them, the terms, conditions, and provisions set out in the schedule hereto and of this award shall be binding upon the union and upon every member thereof and upon the employers and upon each and every of them, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this award; and, further, that the union and every member thereof and the employers and each and every of them shall respectively do, observe, and perform every matter and thing by this award and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this award or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same. And the Court doth hereby further award, order, and declare that any breach of the said terms, conditions, and provisions set out in the schedule hereto shall constitute a breach of this award, and that a penalty as by law provided shall be payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect as hereinafter provided and shall continue in force until the 31st day of October, 1942, and thereafter as provided by subsection (1) (d) of section 89 of the Industrial Conciliation and Arbitration Act, 1925.

In witness whereof the seal of the Court of Arbitration hath hereto been affixed, and the Judge of the Court hath hereunto set his hand, this 19th day of November, 1941.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE.

Industry to which Award applies.

1. This award shall apply to all workers engaged in or about any mill (including a pick-up mill), chaffcutter, stationary or pick-up baler, and header harvester on any work in connection with or subsidiary to any operation of the plant named above.

Hours of Work.

2. The hours of work shall be between 7 a.m. and 8 p.m. from Monday to Friday, both days inclusive, and from 7 a.m. to 5 p.m. on Saturday, but in the case of broken time these hours may be extended by mutual arrangement: Provided always that, if men are employed after 8.15 p.m. they shall be conveyed to their homes by the employer.

These hours shall apply to all classes of work, but fifteen minutes extra shall be allowed to finish a set.

Number of Hands.

3. (a) Except through accident to or illness of any worker, the number of hands to be employed on each standard mill in the North Island, when working, shall be as follows:—

Standard 4 ft. 6 in. English mill: Driver, feeder, two stack-men, one bag-man, and one straw-man for grass-seed.

For grain, one man extra for mills with elevating feeder; and on mills with no such feeder two extra men shall be employed.

(b) Clover-shellers: When shelling clover the number of hands to be employed shall be as follows: Feeder, driver, and stack-man.

(c) Where American mills or mills of a similar pattern are used the number of hands to be employed shall not be less than: American mills with automatic stackers, 22 in. by 38 in., three men on grass-seed, and when on grain one additional man shall be employed; 28 in. by 46 in., four men on grass-seed, and when on grain one additional man shall be employed.

(d) For mills with no automatic stackers of not greater dimensions than 28 in. by 46 in., six men shall be employed; for mills with no automatic stackers of not greater dimensions than 32 in. by 54 in. eight men shall be employed.

(e) In the case of header harvesters, when threshing wheat, oats, and barley, the number of hands to be employed shall not be less than: Up to 8 ft. size, two men; over 8 ft. and up to 12 ft., three men; over 12 ft., four men. When heading clover or grass seed the number of hands shall not be less than two.

(f) Youths under the age of eighteen years may be employed on any mill (including a pick-up mill), chaffcutter, stationary or pick-up baler, and header harvester: Provided that the adult rates as prescribed in this award are paid and all other conditions thereof are observed.

Rates of Pay.

4. (a) All hands, except driver and feeder, shall be paid not less than 2s. 9d. per hour not found.

(b) Time shall commence fifteen minutes prior to the mill commencing work and continue during all working-hours, including shifting from set to set, until the last set on the farm is completed; fifteen minutes morning and afternoon for "smoke-oh" shall be allowed and paid for. But this does not include any time the mill may be stopped exceeding fifteen minutes for repairs, or other unavoidable causes, or any time occupied in shifting from farm to farm, but if the public road is used to expedite shifting between paddocks or farms immediately opposite each other and the property of one owner, then such time shall be paid for.

(c) Driver (steam) shall be paid not less than 3s. 3d. per hour, plus 1s. 7d. per day "getting up steam" allowance.

(d) Feeder (English mill) shall be paid not less than 3s. per hour.

(e) Driver-foreman tractor-driven mills shall be paid not less than 3s. per hour.

(f) Header harvesters: The minimum rate for workers employed on header harvesters shall be as follows:—

Driver	3s. 3d. per hour not found.
Other workers ..	3s. 0d. per hour not found.

The above workers shall not be entitled to any payment for the hour which is allowed for dinner.

(g) Workers employed on any threshing-mill, hay-press, chaffcutter, or clover-sheller may be employed by millowners during the off-season at such work, including tractor-driving, and at such rates of wages as may be mutually agreed upon at any work at not less than the basic wage. In the case of disagreement the matter in dispute shall be referred to the New Zealand Workers' Union.

(h) Time shall be paid for at the rate of 5s. to 12 noon, and a further 2s. 6d. thereafter, where men are told by the millowner or his deputy to report for work at the depot and are compelled to wait when no work is ready for the machines, but this subclause shall not apply when the men are prevented from working through weather conditions.

(i) Covering wheat, oats, hay, and chaff, &c., shall be paid for at the minimum rates prescribed in this clause.

(j) When mill arrives at farm and has to wait for bags, &c., waiting-time shall be paid till bags, &c., arrive at the set at the minimum rates prescribed in this clause.

(k) When the driver and other hands have to leave one farm on account of hay, &c., not being ready to travel to another farm, time shall be paid by the millowner at the minimum rates prescribed in this clause.

Tallies of Time worked.

5. In all cases the number of hours worked shall be kept by a representative of the union and the employer or his agent, and posted up in a conspicuous place on the completion of the work on each farm.

Chaffcutters: Rates of Pay.

6. (a) The minimum rates of pay for cutting oat-sheaf chaff shall be:—

				Per 100 Bags.	
				s.	d.
Foreman	5 5
Feeder	5 1
Driver	5 1
And three other hands	4 10

These rates shall be for 14 in. machines, and for smaller machines one hand less shall be employed.

(b) When cutting other than sheaf oats, double the above rates shall be paid.

Balers and Pressers: Number of Hands and Rates.

7. (a) Steam-power balers: The number of hands shall be six. The minimum rates of wages shall be as follows:—

				Per 100 Bales.	
				s.	d.
Driver	5 11
Feeder	5 1
Other hands	4 10

(b) Oil-power balers: The number of hands shall be five. The minimum rates of wages shall be as follows:—

				Per 100 Bales.	
				s.	d.
Driver and feeder	5 5
Other hands	4 10

(c) When baling out of the paddocks the farmer shall find the men for the sweeps, and when baling out of stacks the farmer shall find one extra man if necessary.

(d) All stack-stripping time shall be paid for at the prescribed hourly rates.

(e) Wherever pick-up balers are used four men shall be employed—driver and three other hands.

Pressing Straw and Threshed Hay.

8. (a) Pressing done from elevator shall be paid for at not less than the following rates:—

				Per 100 Bales.	
				s.	d.
Feeder	5 5
Other hands	4 10

But in no case shall the above rates be less than the minimum award hourly rates.

(b) Pressing straw and threshed hay from stack shall be paid for at the same rates and conditions as those specified in clause 7 hereof.

Farmer-owned Balers, &c.

9. Farmers operating threshing-machines, balers, or chaff-cutting plants with farm hands shall pay the rates specified in this award.

General Conditions.

10. (a) All bags shall be at the stack or set in a convenient place when the machine arrives.

(b) Wages shall be paid fortnightly at the employer's depot, and if the cheque is not on a local bank, exchange shall be added.

(c) Mill-feeders and chaffcutter-feeders shall be supplied with leather gloves by the millowner, which gloves shall be maintained in good order.

Termination of Employment.

11. (a) Should any worker desire to leave the mill during the currency of the season he shall give the driver in charge one day's notice of his intention to do so or forfeit one average day's pay.

(b) Should any employer desire to dismiss a worker he shall give him one day's notice or one average day's pay, except where it shall be for incompetence or wilful disobedience of orders, when such dismissal may be summary and without compensation and his services shall be terminated at the mill.

(c) Any worker leaving or being dismissed summarily shall receive from the employer all wages due to him at the employer's depot within twenty-four hours of termination of employment.

Holidays.

12. (a) The following holidays shall be observed: Good Friday, Easter Monday, Anzac Day, Labour Day, Christmas Day, Boxing Day, New Year's Day, and the birthday of the reigning Sovereign.

(b) Work done on Good Friday, Anzac Day, and Christmas Day shall be paid for at double ordinary rates. Work done on any of the other holidays shall be paid for at time and a half rates. Work may continue until 4 p.m. on Christmas Eve and New Year's Eve.

Transport.

13. It shall be the duty of the employer to transport the men to and from his depot to the work each day.

Medical Outfit.

14. (a) A fully equipped ambulance kit for first aid shall be kept by the driver or foreman in a convenient and accessible place to be used only in the event of an accident.

(b) Should any worker meet with an injury he shall be conveyed, if medical attention is required, to the nearest doctor or hospital as speedily as possible by the employer free of charge.

Posting of Award.

15. A copy of this award shall be posted up in a conspicuous place at the depot by the employer for the information of the men.

Employers' Liability to employ Unionists.

16. (a) It shall not be lawful for any employer bound by this award to employ or to continue to employ in any position or employment subject to this award any adult person who is not for the time being a member of an industrial union of workers bound by this award or who is not for the time being a member of a trade-union which was registered as such before the 1st day of May, 1936, and which is bound by this award.

(b) For the purpose of subclause (a) of this clause a person of the age of eighteen years or upwards, and every person who for the time being is in receipt of not less than the minimum rate of wages prescribed by this award for workers of the age of twenty-one years and upwards, shall be deemed to be an adult.

Union Organizer.

17. Reasonable facilities shall be given at each plant to the union organizer or other official of the union to enable him to transact the business of the union: Provided the plant shall not be stopped for more than twenty minutes in any one season by reason of such visit, any time so lost shall not be counted as working time.

Workers to be Members of Union.

18. (a) Every worker coming within the scope of this award shall become and remain a member of the New Zealand Workers' Industrial Union of Workers, and reasonable facilities shall be given any such worker on threshing-mills, chaff-cutters, header harvesters, clover-hullers, and portable seed-cleaning plants to become members of the union. Any worker who fails to comply with the provisions of this subclause commits a breach of this award.

(b) On request by the union's official organizer or other accredited official of the union, each worker shall immediately pay his union contribution by cash or order on his employer.

Application of Award.

19. This award shall apply to the original parties named herein and to all employers connected with or engaged in any of the industries covered by this award, whether actually mentioned in the list of parties or not, and all employers not so named are bound by the provisions of this award and their obligations are the same as if they had been named in the list of parties.

Scope of Award.

20. This award shall operate throughout the Northern, Taranaki, and Wellington Industrial Districts.

Term of Award.

21. This award, in so far as it relates to wages, shall be deemed to have come into force on the 1st day of November, 1941, and so far as all the other conditions of this award are concerned it shall come into force on the day of the date hereof; and this award shall continue in force until the 31st day of October, 1942.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the Court hath hereunto set his hand, this 19th day of November, 1941.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM.

This award embodies the terms of settlement arrived at by the assessors in Conciliation Council.

Wages have been made payable retrospectively in accordance with the agreement of the parties.

A. TYNDALL, Judge.

NORTHERN INDUSTRIAL DISTRICT AMALGAMATED ENGINEERING ETC. INDUSTRIAL UNION OF WORKERS *v.* BISLEY AND CO., LTD., HAMILTON.

In the Court of Arbitration of New Zealand, Northern Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments; and in the matter of the Northern, Taranaki, Wellington, Canterbury, and Otago and Southland Metal Trades' Employees' award, dated the 15th day of December, 1938, and recorded in Book of Awards, Vol. XXXVIII, p. 3554; and in the matter of an appeal from the judgment of the Magistrate's Court at Hamilton wherein the Northern Industrial District Amalgamated Engineering, Coachbuilding, and Related Trades' Industrial Union of Workers (plaintiff in the Court below) is appellant, and A. M. Bisley and Co., Ltd., of Hamilton, is respondent. Hearing: 9th September, 1941, at Hamilton. Counsel: *Tuck* for appellant; *Tompkins* for respondent.

Practice—Enforcement—Dismissal of Action as excusable under Section 131 of Industrial Conciliation and Arbitration Act, 1925—Breach of Award committed as Result of Desire to assist War Effort.

The workers voluntarily worked, for ordinary rate of pay, an additional hour each day in order to assist the war effort in response to an appeal by the Government for greater production. On a claim for breach of the award the Magistrate held that a breach of the award had been committed, but that the breach was excusable and accordingly dismissed the action. *Held* (dismissing the appeal), That the Magistrate had exercised the discretion given to him by section 131 of the Industrial Conciliation and Arbitration Act, 1925, in a proper, reasonable, and judicial manner, and there was no adequate reason to disturb the judgment.

COPY OF CASE ON APPEAL.

AN appeal on point of fact and point of law from the decision of the Magistrate's Court sitting at Hamilton dismissing the action.

STATEMENT OF CLAIM.

1. The following is a copy of the statement of claim filed and served herein:—

The plaintiff claims to recover from the defendant a penalty of ten pounds (£10) for a breach of the Northern, Taranaki, Wellington, Canterbury, and Otago and Southland Metal Trades' Employees' award, dated the 15th day of December, 1938 (and recorded in Book of Awards, Vol. XXXVIII, p. 3554).

The following are particulars of the said breach:—

During the period from the 5th day of August, 1940, to the 27th day of August, 1940, the defendant, being an employer party to and bound by the said award, did employ A. Collins, A. Kappely, W. McLeod, and other persons, being workers coming within the scope of the said award, for nine hours of each day from Monday to Friday inclusive in each week during the said period and did fail to pay them for the work done in excess of eight hours per day at the overtime rates prescribed by clause 5 of the said award.

2. The following facts were admitted or proved:—

(1) That the plaintiff union is a duly incorporated industrial union, and that it had passed a resolution authorizing the bringing of this action.

(2) That the defendant company conducts, *inter alia*, a large business in agricultural implements of all types, including:—

(a) The import and manufacture of all types of chain harrows, tripod harrows, disk harrows, hay-sweeps, tumbler hay-sweeps, motor hay-sweeps, hay-stackers, wagons, drays, spring carts, trailers, konakis, and various other types of farm implements used in the Waikato:

(b) The repair and reconditioning of all types of farm implements and machinery:

(c) The assembly of farm implements and machinery of all types.

(3) That it employs a total of twenty-four men in its agricultural machinery and implements workshops.

(4) That there is a considerable shortage of skilled workers for the said workshops, and that the demand for agricultural machinery and implements exceeds the output of the said workshops.

(5) That the defendant company and the above-mentioned workers are subject to the Northern, Taranaki, Wellington, Canterbury, and Otago and Southland Metal Trades' Employees' award dated the 15th December, 1938 (and recorded in Book of Awards, Vol. XXXVIII, p. 3554).

(6) That during the few days preceding 15th July, 1940, urgent appeals had been made by the Prime Minister of New Zealand through the radio, by way of advertisement in the local newspaper, the *Waikato Times*, and by way of posters exhibited in the Town of Hamilton (one of which was affixed in a prominent position in the street in which the defendant company's premises are situated) urging employers and workers in New Zealand to work harder to assist in the war effort.

(7) That on the morning of 15th July, 1940, the Prime Minister of Great Britain broadcasted a similar appeal.

(8) That on the said 15th day of July, 1940, at 2.30 p.m., the said workers voluntarily called a stop-work meeting to consider what could best be done by them to assist the war effort. After discussion of the appeals for more work which had been made, the men unanimously decided to work an extra hour on each working-day from Monday to Friday at ordinary rates of pay, and to telegraph the Prime Minister asking his approval.

(9) That on the same day the said workers, through their foreman, despatched a telegram to the Prime Minister in the following terms:—

At a stopwork meeting of the factory workers of A. M. Bisley & Company Limited held this afternoon, the following resolution was carried unanimously by the twenty-four workers present: "In view of the Right Honourable Winston Churchill's broadcast this morning, and the Right Honourable the Prime Minister's appeal over the air for greater output and harder work, the Factory staff of A. M. Bisley & Company, Limited, Hamilton who are engaged in work essential to primary production, are prepared and willing and respectfully urge the Prime Minister that they be permitted to follow the example set by workmen in the Old Country, and work such hours at standard rates of pay as is considered essential. In the interests of Freedom and our Empire we urge the Government to bring in regulations permitting this to be done for the duration of the war."

R. EDGE, Foreman.

(10) That on the 17th day of July, 1940, the Prime Minister replied to the said telegram in the following terms:—

Thank you very much for your telegram conveying resolution carried by twenty-four workers who attended stop work meeting of factory workers of Bisley & Company. The offer of the Employees as embodied in the resolution and the patriotic spirit in which it is made are greatly appreciated and the offer will receive the full and sympathetic consideration of the Government (stop) For this purpose the telegram is being brought under the notice of the Minister of Labour.

P. FRASER.

(11) That on the 3rd August, 1940, the defendant company wrote to the Labour Department, Hamilton, a letter asking that they obtain approval to the working of the extra hour in the following terms:—

3rd August, 1940.

The Labour Department,
Hamilton.

DEAR SIRS,—

In consequence of the Right Honourable the Prime Minister's appeal for more work and greater output, our men in the Workshop have advised us of their willingness to work 45 hours per week at standard rates of pay.

We also note that certain sections covered under the Metal Workers Award are now authorized to work longer hours at ordinary rates.

As we are occupied in manufacturing, assembling and repairing agricultural machinery essential to primary production we propose as from Monday next, 5th August, to work a week of 45 hours, paying standard award rates of pay.

We shall be pleased if you will make representations to Wellington to have the position made legal on our behalf.

Yours faithfully,
A. M. B.

(12) That on 4th August, 1940, the managing director of the defendant company saw the Inspector of Labour at Hamilton as to the Labour Department's approval to the said extra hour being worked, and the said Inspector of Labour asked that the written consent of all the workers concerned be obtained.

(13) That all the workers concerned signed the written consent, which was deposited with the said Inspector of Labour, which consent was in the following terms:—

Hamilton,
9th August, 1940.

The Labour Department,
Hamilton.

DEAR SIR,—

We, the undermentioned Staff of A. M. Bisley & Company Limited employed in the manufacture, assembly and repairing of agricultural and harvesting machinery, desire, in consequence of the appeal for

a greater volume of work as a War effort made by the Prime Minister, to work 45 hours per week at standard rates of pay, the hours of work to be from 7.30 a.m. to 12 noon, 12.40 p.m. to 5.10 p.m.

(Signed) R. EDGE.
 " H. J. ROWE.
 " A. PHELPS.
 " H. J. OSWALD.
 " C. ANDERSON.
 " I. B. MCADAM.
 " A. N. CALLENDER.
 " J. CAMERON.
 " E. J. GIBSON.
 " W. THOMLINSON.

(Signed) E. T. CRUMP.
 " R. COLLINS.
 " T. A. BRADLEY.
 " W. MCLEOD.
 " A. KAPPELY.
 " J. MCLACHLAN.
 " E. WARREN.
 " H. G. MEDWIN.
 " F. BOWLER.

The following men are absent on country work servicing machinery but have approved of the above arrangement.

E. STEWART.
 B. HALL.
 C. CARBUTHERS.

(Signed) R. EDGE, Foreman.

(14) That from the 5th day of August, 1940, to the 27th day of August, 1940, the said extra hour was worked on each working-day from Monday to Friday each week at ordinary pay.

(15) That on the 27th day of August, 1940, the Acting District Inspector of Factories at Hamilton forwarded to the managing director of the defendant company a letter in the following terms:—

P.O. Box 171, Hamilton,
 27th August, 1940.

The Managing Director
 (Mr. A. M. Bisley),
 A. M. Bisley & Co., Limited,
 Box 239, Hamilton.

DEAR SIR,—

With reference to the call made on me early in August and referring to your letter of the 3rd idem on the subject of the willingness of your men to be employed 45 hours a week in your workshop at ordinary rates of pay. I have to say, confirming the verbal advice given at the time of your call, that your firm is not in order at the present time in working a nine hour day (or 45 hour week) unless the extra hours over and above the ordinary hours prescribed in the Award are paid for at overtime rate.

Please take steps to give full compliance to the terms and conditions of the Award forthwith.

Yours faithfully,
 F. W. ASHBY,
 Acting District Inspector of Factories.

And on the 13th day of September, 1940, the managing director of the defendant company forwarded a reply in the following terms:—

A. M. BISLEY & Co., LTD.
27 Ward Street, Hamilton,
13th September, 1940.

The Department of Labour,
Box 171, Hamilton.

DEAR SIRS,—

On the 27th ultimo you wrote us in reply to our letter of the 3rd August on the subject of the willingness of our men to be employed for 45 hours per week at ordinary rates of pay.

We note that you confirm your verbal advice given at the time the writer called upon you that our Company would have to pay overtime for hours worked over those prescribed by the award.

We also note that you wrote to each and every one of the men employed advising them that they were entitled to and must claim overtime at overtime rates.

We worked approximately three weeks at 45 hours per week and paid the men standard rates of pay. Owing to the non-arrival of steel and the consequent disorganization we have since been working 40 hours per week, but on arrival of further steel we want to be able to work 45 hours per week at standard rates, and we would like the position cleared up before this steel arrives so that there is no doubt as to the legality of our action.

Outside the Hamilton Railway Station there is a large picture of a soldier defending himself with a machine gun, behind him appears a worker and underneath the following words:—

“Behind the soldier stands the worker. Work for your lives.”

Similar appeals have been published to workers in the newspapers, &c., to work harder to assist to save the Nation and it was largely in consequence of these and other appeals that our men unanimously offered to work the extra five hours per week. On the 15th July they despatched the following telegram to the Right Honourable the Prime Minister:—

“At a stopwork meeting of the factory workers of A. M. Bisley & Co. Limited, Hamilton, held this afternoon the following resolution was carried unanimously by the twenty-four workers present: In view of the Right Honourable Winston Churchill's broadcast this morning and the Right Honourable the Prime Minister's appeal over the air for greater output and harder work, the Factory Staff of A. M. Bisley & Co. Limited, Hamilton, who are engaged in work essential to Primary Production are prepared and willing and respectfully urge the Prime Minister that they be permitted to follow the example set by the workmen in the Old Country and work such hours at standard rates of pay as is considered essential. In the interests of Freedom and our Empire we urge the Government to bring in Regulations permitting this to be done for the duration of the war.

“R. EDGE, Foreman.”

The Prime Minister replied:—

"Thank you very much for your telegram conveying resolution carried by twenty-four workers who attended stop work meeting of factory workers of Bisley & Company. The offer of the employees as embodied in the resolution and the patriotic spirit in which it is made are greatly appreciated and the offer will receive the full and sympathetic consideration of the Government (stop) For this purpose the telegram is being brought under the notice of the Minister of Labour."

"P. FRASER."

Our work is essential to increased production. We are manufacturing, assembling and repairing agricultural and harvesting machinery. We have engaged all the men that we can accommodate in our workshops and we have far more essential work in front of us than we can possibly handle in a 40 hour week.

We cannot believe that any Government who claims to be making a 100% war effort or who would issue the many stirring appeals for greater output and greater effort would sanction us or our men being prosecuted for working longer hours in this time of National emergency.

We would submit that to prosecute us under these circumstances would imply an insincerity of a type which we would be reluctant to believe our Government to be guilty of. In this time of crisis it behoves us all to do our utmost in the interests of the Nation as a whole. We and our men are prepared to do it.

If, on the other hand, your Department desires to block production and assist the enemy then we invite you to proceed against us so let the public of New Zealand know exactly where we and the Government stand. We are quite agreeable to have the position ventilated in the Court of this country and we are quite prepared to face the consequences.

We would advise that a Mr. Smith, who represents the Unions, called at our Workshop on the 11th instant and during a talk with our foreman he intimated that it was the intention of your Department to proceed against us. He made this further remark:—

"We have been looking for a chance to get at Bisley for a long time and now we are going to prosecute him."

We have always complied with the Law whether we believed in it or otherwise. On this occasion, however, a principle of vital national importance is definitely involved and we, therefore, consider it our duty to defend our action.

From this remark of Mr. Smith it would appear to us that he desires an excuse to victimise us for what reason we do not know. Perhaps it is because we do not believe in his political thoughts, but surely a man in his position is not justified in expressing such thoughts or looking for an opportunity to take action against us for mere spite.

In conclusion we would ask you to make a further appeal to the Industrial Emergency Council, Wellington, for permission to work the hours we have asked. Under the circumstances we feel sure that they will grant the application.

Yours faithfully,

For and on behalf of A. M. BISLEY & CO. LIMITED,
(Sgd.) A. M. BISLEY, Managing Director.

(16) That on the 27th day of August, 1940, the Inspector of Labour at Hamilton despatched a letter to each of the workers employed in the defendant company's agricultural implements workshops, which letter was in the following terms:—

DEPARTMENT OF LABOUR.

P.O. Box 171, HAMILTON,

27th August, 1940.

Mr.....

C/- A. M. Bisley & Co., Limited,

P.O. Box 239, HAMILTON.

DEAR SIR,—

I have by this mail communicated with your employer Messrs. A. M. Bisley and Company Limited, stating that they are not in order at the present time in employing their workshop staff nine hours a day (or 45 hours a week) unless the time over and above the hours prescribed in the Award is paid for at overtime rates.

I have to direct your attention to subsection (2) of section 92 of the Industrial Conciliation and Arbitration Act, 1925, which provides, *inter alia*: "The Award, by force of this Act, shall also extend to and bind every worker who is at any time whilst it is in force employed by an employer on which the Award is binding; and if such worker commits any breach of the Award he shall be liable to a fine not exceeding £10"

The position is, therefore, that in working beyond the ordinary hours prescribed in the Award you also become party to the breach if you accept for such extra hours payment at the ordinary rates of pay.

Your procedure is to claim from the employer payment at overtime rate for any hours you have worked beyond the ordinary hours prescribed in the Award.

I trust I have made the position clear to you but if you have any doubt in regard to the matter please consult me.

Yours faithfully,

(Sgd.) F. W. ASHBY,

Acting District Inspector of Factories.

(17) That on the said 27th day of August, 1940, the said workmen ceased to work the extra hour, and have not done so since.

(18) That the defendant company has not paid to the workers concerned the difference between ordinary time and time and a half for the said extra hour worked during the period between 5th August, 1940, and 27th August, 1940.

(19) That none of the said workers have made application to the defendant company for such difference in pay.

(20) That the defendant company has since the said 27th day of August, 1940, made application to the Industrial Emergency Council in respect of working additional hours but such application has not been finally disposed of.

3. On the said 28th day of February, 1941, the Stipendiary Magistrate delivered his decision dismissing the action in an oral judgment, stating that a breach of the award had been proved, but under section 131 he was of the opinion that such breach was excusable, and a factor therefore was that the defendant was engaged in assistance towards primary production and the overtime followed upon an appeal by the respective heads of the Governments of Great Britain and this Dominion towards greater effort.

4. The appellant duly lodged the required security and gave notice of appeal against the said decision in the following terms:—

NOTICE OF APPEAL.

TAKE notice that the plaintiff intends to appeal to the Court of Arbitration against the judgment of William Henry Freeman, Esquire, Stipendiary Magistrate, given or made on the hearing of the above action at Hamilton on the 28th day of February, 1941, on the grounds that the said judgment was erroneous on point of law and on fact.

Dated at Auckland, this 5th day of March, 1941.

WM. B. TUCK,
Solicitor for the Plaintiff.

To the Clerk of the Court at Hamilton.
And to the Defendant.

Dated at Hamilton this 7th day of August, 1941.

Given under my hand and sealed with the seal of the Magistrate's Court at Hamilton.

W. H. FREEMAN, Stipendiary Magistrate.

JUDGMENT OF THE COURT, DELIVERED BY TYNDALL, J.

The learned Magistrate found that a breach had been proved but, pursuant to the powers vested in him by section 131 of the Industrial Conciliation and Arbitration Act, 1925, and being of the opinion that the proved breach was excusable, he dismissed the action. The present appeal is against that decision. We see no adequate reason, however, to disturb the judgment. The learned Magistrate appears to have exercised the discretion given to him in a proper, reasonable, and judicial manner. The appeal is accordingly dismissed.

Mr. Monteith does not agree, and his dissenting opinion follows.

Dated the 31st day of October, 1941.

[L.S.]

A. TYNDALL, Judge.

DISSENTING OPINION OF MR. MONTEITH.

The evidence shows that the manager of the defendant company knew he had to secure an order from the Minister of Labour on the recommendation of the Industrial Emergency Council before the hours of work could be increased without payment of overtime. However, the hours were increased without any such order, and now this company refuses to pay overtime for the increased hours. I am of the opinion that while other employers working under this award had to observe its provisions and compete with the defendant company the terms of the award should have been observed by this company. By the means used here increased production can be secured and overhead costs lessened and the price of the product reduced, which means unfair competition, or, if the price of the product remains the same, the saving goes into the company's pocket.

DUNEDIN GASWORKS' EMPLOYEES.—AWARD.

In the Court of Arbitration of New Zealand, Otago and Southland Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments; and in the matter of an industrial dispute between the New Zealand Gasworks and Related Trades Employees' Industrial Union of Workers (hereinafter called "the union") and the undermentioned Council hereinafter called "the employer") :—

Dunedin City Council, Dunedin.

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the above-mentioned dispute, and having heard the union by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, doth hereby order and award :—

That, as between the union and the members thereof and the employers and each and every of them, the terms, conditions, and provisions set out in the schedule hereto and of this award shall be binding upon the union and upon every member thereof and upon the employers and upon each and every of them, and that the said terms, conditions, and

provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this award; and, further, that the union and every member thereof and the employers and each and every of them shall respectively do, observe, and perform every matter and thing by this award and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this award or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same. And the Court doth hereby further award, order, and declare that any breach of the said terms, conditions, and provisions set out in the schedule hereto shall constitute a breach of this award, and that a penalty as by law provided shall be payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect as from the day of the date hereof and shall continue in force until the 18th day of May, 1942, and thereafter as provided by subsection (1) (d) of section 89 of the Industrial Conciliation and Arbitration Act, 1925.

In witness whereof the seal of Court of Arbitration hath hereto been affixed, and the Judge of the Court hath hereunto set his hand, this 26th day of November, 1941.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE.

Scope and Application of Award.

1. This award shall apply only to employees of the Dunedin City Council's Gas Department.

Hours of Work.

2. (a) The hours of work shall not exceed forty per week, and, with the exception of shift-workers, shall be worked between 7.30 a.m. and 5 p.m. from Monday to Friday continuously. All work performed outside of these hours shall be classed as overtime: Provided no worker shall be required to work more than eight hours at ordinary rates on any one day.

(b) One complaint-man shall be allowed to work on Saturday morning at ordinary rates, provided his forty-hour week is not exceeded.

(c) The hours of work for retort-house workers and other shift-workers employed shall be as follows: A week's work shall consist of five shifts of eight hours each shift. Workers shall change shifts every week or fortnight, as may be mutually arranged, so that the day-work shall be divided equally between the workers. In case of emergency, such as breakdown of plant, yardmen may work shifts at other than the hours specified, provided that workers while so employed shall be paid the same rates as stokers.

Wages.

3. The minimum rate of wages to be paid to the under-mentioned classes of worker shall be as follows:—

	Per Hour.	
	s.	d.
Machine-men, stokers, operators, water-gas operators	2	10½
Leading stoker or operator	3	2
Yardmen	2	5½
Main and service layers' assistants	2	5½
Telpher driver (day-shift worker) who also does greasing	2	9
Cleaner	2	5½
Bricklayer	3	0
Service-layers	2	7½
Main-layer	2	9
Complaint-men	2	7
Storeman	2	7½
Assistant storemen	2	5½
Tar-plant operators	2	9
Laboratory assistants	2	9
Coal-men (day-shift workers)	2	8½

Increase in Rates of Remuneration.

4. All rates of remuneration, including time and piece wages and overtime and other special payments provided for in this award, shall be subject to the provisions of the general order dated 9th August, 1940, under the Rates of Wages Emergency Regulations 1940, increasing rates of remuneration by an amount equal to 5 per cent. thereof.

Dirty Work.

5. (a) Purifiers: Workers engaged in emptying and refilling oxide in purifier boxes shall receive 3d. per hour above yardman's rates.

(b) Workers employed cleaning out tar or distillate tanks shall receive 3d. per hour extra above yardman's rates.

(c) Day-workers on tar-pumps and sales shall receive 1d. per hour above yardman's rates.

(d) Workers employed filling retorts with coke, patching retorts, cleaning retort-bench flues, cleaning tar mains and governor in retort-house, assisting to clean fires in emergencies, cleaning washers and scrubbers, shall receive 3d. per hour extra above yardman's rates.

(e) Yardmen employed unloading coal-trucks (by hand) shall receive 2d. per hour extra above yardman's rates.

(f) Workers when employed at painting shall be paid Painters' award rates and height-money.

Wet Weather.

6. Where it is essential that work shall be carried on in wet weather, waterproof coats shall be provided by the department. On very wet days as much work as possible shall be found under cover.

Water-gas Operations.

7. When necessary to work the water-gas plant in two four-hourly shifts per day, the operator whilst so employed shall receive 2s. 6d. per day above stokers' rates. When the water-gas operator is working eight-hour shifts without a break he shall receive 1s. above stokers' rates.

Holidays and Overtime.

8. (a) All time worked in excess of the hours mentioned in clause 2 hereof shall be considered overtime, and shall be paid for at the rate of time and a half for the first three hours and thereafter at double time rates.

(b) With the exception of those otherwise provided for, every worker coming within the scope of this award shall be entitled to a whole holiday on every Christmas Day, Boxing Day, New Year's Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Sovereign's Birthday, 2nd January, and Anniversary Day, and no deduction shall be made from the weekly wage of any worker in respect of any such holiday.

(c) Workers other than shift-workers who are required to work on any holiday mentioned in clause 8, subclause (b), or on a Sunday, shall be paid double time rates. Double time rates shall mean the ordinary rate for the time worked in addition to the ordinary day's pay.

(d) In addition to the above holidays, leave on full pay shall be given, if practicable, and arranged by the head of the department concerned, on the ordinary working-days between Boxing Day and 1st January, to which shall be added the number of days necessary to make a complete working-week; but if any employee is required to work on any of these days during ordinary working-hours he shall not be entitled to any additional pay therefor, but shall be given leave with pay for a similar number of days at a later date to be arranged by the head of the department concerned.

9. (a) Workers other than those provided for in this award who are required to work on a Saturday or Sunday or holiday shall receive not less than four consecutive hours' work if they so desire.

(b) Any worker who has been employed for not less than three months and who is discharged or leaves of his own accord shall be entitled to receive payment *pro rata* at full rates for any period in respect of which no such holiday has been granted.

All employees going on holiday shall receive their holiday pay in advance up to the end of the current holiday period.

Shift-workers' Holidays and Overtime.

10. (a) Shift-workers who have been employed for twelve months shall receive ten days' holiday on full pay for each period of twelve months' service. The time for taking these holidays shall be according to a roster mutually arranged.

(b) Any shift-worker who has been employed for three months and over, upon his discharge or on leaving of his own accord or being transferred to other work than shift-work, shall be entitled to holiday pay *pro rata* at full rates for any period in respect of which no such holidays have been granted.

(c) Any casual part-time or day-shift worker who has worked on shift shall be entitled to one day's holiday on full pay for each month for which he has so worked, provided that he does not exceed the maximum number of holidays provided for permanent shift-workers.

(d) Permanent relieving shift-workers shall receive ten days' annual holiday on full pay, same as permanent shift-workers.

(e) Except for the purpose of changing shifts, all time worked in excess of the hours prescribed in clause 2 shall be paid for at the rate of time and a half for the first three hours and thereafter at double time rates.

Travelling-allowance: Suburban Work.

11. (a) "Suburban work" shall be deemed to mean work not coming within the definition of "country work," which has to be done at any place more than a mile and a half by the nearest road used by foot-passengers from the chief post-office or principal post-office in the city, town, or borough in which the employer's place of business is situated.

(b) In the case of suburban work, each worker shall be at the place where the work is to be done at the time for the commencement of the work. Where tram or bus services are available the employer shall pay the worker's tram or bus fare equal to two-section rates both going to and coming from such work each day. If the job is situated more than half a mile by the nearest route from the tram or bus route, the employer shall pay walking-time at the rate of three miles per hour for the excess distance beyond half a mile. If there is no tram or bus service the employer shall pay the worker at the rate of three miles per hour walking-time in excess of a mile and a half from the chief post-office. Alternatively to the payment of tram or bus fares or walking-time, the employer (at his option) may provide means of transport to and from the job once each way, the conveyance to start from and return to the chief post-office or other place agreed upon between the employer and the union.

(c) Any worker who resides within a mile and a half by a road used by foot-passengers of a place where the work is to be done shall not be entitled to any allowance under subclause (b) herein.

(d) Any worker whose regular and usual place of work is in or at a permanent location situated more than a mile and a half from the chief post-office shall not receive any allowance for travelling to and from such usual place of work.

(e) Any worker required to commence work after the cessation of public wheeled traffic or before the ordinary time of starting such traffic, and any worker who may work continuously until after the cessation of public wheeled traffic and cease work before the ordinary time of starting such traffic, shall be paid for the time occupied in travelling to or from his home, computed on three miles per hour, at ordinary rates of pay. If a conveyance is provided for the worker by his employer he shall not be entitled to payment for travelling-time. For the purpose of this award public wheeled traffic shall mean trams, buses, trains, or ferries ordinarily used by workers travelling to and from their work.

Tools.

12. The employer shall provide each worker with such tools as he may require and, if necessary, a bag, for which the worker shall give a receipt if requested. Tools lost through worker's neglect shall be replaced at the worker's expense.

Distribution of Overtime.

13. There shall be an equal distribution of overtime amongst the employees, as far as possible.

General Conditions.

14. (a) Any worker other than a shift-worker employed in filling a casual vacancy caused through sickness or default of the above-mentioned workers shall receive 2s. 6d. for the first shift in addition to the wages prescribed in clause 3 for shift-workers.

(b) Any casual or part-time shift-worker who has worked in excess of forty hours in any one week shall be entitled to payment for overtime at the rate applicable to the class of work on which the overtime was worked.

(c) Any worker other than a whole-time shift-worker when employed relieving shall receive the same rate of wages as the men they relieve would have received for that work.

15. (a) Workers when employed on the top of vertical retorts shall be provided with suitable greenhide leather boots or clogs. This shall also apply to other workers in the retort-house.

(b) Except where otherwise provided for in this award, there shall be no broken shifts, the shifts to be continuous.

(c) The employer shall supply at each works sufficient and efficient tools and equipment, including respirators and first-aid outfits to be kept in a convenient and accessible place.

(d) Men engaged in laying and cutting live mains shall be supplied with efficient respirators, which shall form part of the equipment.

(e) All gasworks buildings where men are required to perform work shall be adequately ventilated so as to protect the health and ensure the safety of the worker.

(f) Where work is injurious to the hands, workers so employed shall be supplied with gloves.

(g) A suitable heating-appliance shall be provided at the works for employees required to heat their food.

(h) During the time that any plant may be closed down temporarily, workers usually employed on that plant shall be found employment in other departments.

Meal-money.

16. The employer shall allow meal-money at the rate of 2s. per meal when workers are called upon to work overtime, upon the expiration of one hour after the usual stopping-time, provided that such workers cannot reasonably get home to their meals in one hour.

Termination of Employment.

17. On the termination of his employment every worker, provided that he shall have delivered to the employer all property in his possession belonging to the employer, shall be paid the sum due to him for wages. Any worker on leaving or being discharged from his or her employment shall, on request, be given in twenty-four hours a reference in writing stating the position held and length of service.

Payment of Wages.

18. All wages shall be paid during working-hours.

Accommodation of Workers.

19. The employers bound by this award shall provide and maintain at their works, to the satisfaction of the Inspector of Factories, sanitary arrangements, and accommodation to enable workers to take their meals and change their clothing, and also to provide lockers for the safe keeping of the workers' clothing, and make provision for hot and cold shower baths.

Where reasonably necessary, the employers shall provide sanitary conveniences for the accommodation for the reasonable comfort of outside workers.

Workers to be Members of Union.

20. (a) It shall not be lawful for any employer bound by this award to employ or to continue to employ in any position or employment subject to this award any adult person who is not for the time being a member of an industrial union of workers bound by this award or who is not for the time being a member of a trade-union which was registered as such before the 1st day of May, 1936, and which is bound

by this award: Provided, however, that any non-unionist may be continued in any position or employment by an employer bound by this award during any time while there is no member of a union bound by this award who is available to perform the particular work required to be done and is ready and willing to undertake it.

(b) For the purposes of subclause (a) of this clause a person of the age of eighteen years or upwards, and every other person who for the time being is in receipt of not less than the minimum rate of wages prescribed by this award for workers of the age of twenty-one years and upwards, shall be deemed to be an adult.

(NOTE.—Attention is drawn to subsection (4) of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, which gives to workers the right to join the union.)

Right of Entry.

21. The secretary of the union shall have the right to enter upon at all reasonable times the premises of the employer to interview any workers, but not so as to interfere unreasonably with the employer's business.

List of Workers.

22. The employer, at intervals of not less than three months, shall, on request, supply the secretary of the union with a list of names and addresses of workers coming within the scope of this award taken into the employer's service the previous three months and still employed.

Disputes Committee.

23. Any dispute or difference that may arise between the parties bound hereby, or by any of them, as to any matter whatever arising out of or connected therewith and not specifically dealt with in this award, every such dispute or difference as the same shall arise shall be referred to a Committee to be composed of three representatives of the union and three representatives of the employers for their decision. The decision of the majority of the Committee shall be binding, and if no decision is arrived at either party may appeal to the Court of Arbitration upon giving written notice of such appeal to the party within fourteen days after the failure of the Disputes Committee to arrive at a decision, or the Disputes Committee itself may refer the matter to the Court of Arbitration for decision.

Term of Award.

24. This award shall come into force on the day of the date hereof and it shall continue in force until the 18th day of May, 1942.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the Court hath hereunto set his hand, this 26th day of November, 1941.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM.

This award embodies the terms of settlement arrived at by the assessors in Conciliation Council.

A. TYNDALL, Judge.

**CHRISTCHURCH TRAMWAY BOARD WORKSHOPS EMPLOYEES.—
INDUSTRIAL AGREEMENT.**

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, this 19th day of November, 1941, between the New Zealand (except Northern) Amalgamated Engineering and Related Trades' Industrial Union of Workers (hereinafter called "the union"), of the one part, and the Christchurch Tramway Board, of the other part.

That, as between the parties hereto, the terms, conditions, stipulations, and provisions contained and set out in the schedule hereto shall be binding upon the said parties, and the said terms, conditions, stipulations, and provisions shall be and are hereby incorporated in and declared to form part of this agreement; that the said parties hereto shall observe and perform every matter and thing by this agreement and by the said terms, conditions, and provisions required to be performed, and shall not do anything in contravention of this agreement or of the said terms, conditions, stipulations, and provisions, but shall in all respects abide by and perform the same. Any failure to observe the conditions, stipulations, and provisions contained herein shall be deemed to be a breach of this industrial agreement.

SCHEDULE.

Wages.

1. (a) The minimum rates of wages for the undermentioned men in the employ of the Board shall be as follows:—

			Per Week.		
			£	s.	d.
Fitters and turners .. .. .	..	..	5	13	4
Electricians .. .. .	..	..	5	13	4
Blacksmiths .. .. .	..	..	5	13	4
Machinists .. .. .	..	..	5	13	4
Moulders .. .. .	..	..	5	13	4
Motor mechanics .. .. .	..	..	5	13	4
Welders or welder-cutters ..	..	..	5	13	4
Drillers .. .. .	..	..	5	3	4
Strikers .. .. .	..	..	5	3	4

(b) Where a motor mechanic holds an "A" grade certificate he shall be paid the increase provided in the New Zealand Motor Mechanics' award.

(c) Workers employed at oxy-acetylene or electric welding, except on spot or butt-welding machines, for less than four hours in a day shall be paid 1s. extra per day; for more than four hours in a day, 1s. 6d. extra per day. Welders shall be supplied with overalls, goggles or helmets, and gauntlets or gloves.

(d) Chargemen: Where a worker has been specially directed by his employer to take charge of any job, and has under his control not less than six workers, such worker shall be paid 2s. per day extra, provided that the job shall extend for one day or more.

(e) All wages shall be paid fortnightly.

(f) Except in the case of casuals, the employment shall be deemed to be a weekly employment, and no deduction shall be made from the weekly wage except for time lost through the worker's sickness or default or his absence from work through no fault of the Board.

Not less than seven days' written notice shall be given by either party of the termination of the employment, except in the case of casual hands: Provided that nothing in this clause shall prevent an employer from summarily dismissing any worker for wilful misconduct.

Hours of Work.

2. (a) Forty hours shall constitute an ordinary week's work, of which eight hours shall be worked on five days of the week, Monday to Friday inclusive, between the hours of 7.30 a.m. and 5 p.m., with an interval for a meal of not less than thirty minutes and not more than one hour.

(b) All time worked in excess or outside of the hours mentioned in subclause (a) of this clause shall be paid at the rate of time and a half for the first three hours and double time thereafter.

(c) Any worker having worked for twenty-four hours inclusive of intervals for meals shall not be required to continue working without his consent. If he does continue working he shall be paid double rates for all time worked on the second day.

(d) Any worker having worked all day and night and being required to continue working on into the next day shall be paid double rates for all such time worked on the second day.

(e) Any worker having worked all day and having continued to work till after midnight shall be given eight hours off or be paid double rates for all time worked on the second day.

(f) Notwithstanding anything contained in subclauses (a) and (b) of this clause, the Board's Engineer shall be permitted to arrange a roster to provide for the necessary staffing of the workshops on Saturdays between the hours of 7.30 a.m. and noon, and men detailed for Saturday morning's work shall be allowed equivalent time off during the week; workers required for Saturday work shall be notified two weeks previously.

If men rostered for duty on Saturdays are unable to report, due to any unforeseen circumstances, the Engineer may, if necessary, call upon other employees to do their work.

Work done on Saturdays under these circumstances shall be paid for at ordinary rates.

(g) Night-work: The hours of work for night-work shall be eight hours on five nights of the week. All time in excess of those hours per night shall be paid for at the rate of time and a half for the first three hours and double time thereafter.

(h) Special circumstances: When special circumstances arise, inseparable from the requirements of public transport, the hours mentioned in subclause (a) of this clause may be departed from, but eight hours shall comprise a shift. All time in excess of eight hours shall be paid for at the rate of time and a half for the first three hours and double time thereafter. Under these special circumstances a half hour's meal-time shall be given and paid for.

(i) Shifts: Shifts may be worked as required by the Board. A worker required to work not more than three consecutive days on shift-work outside the hours prescribed in subclause (a) hereof shall be paid at overtime rates; but if he is required to work more than three consecutive evening or night shifts he shall be paid the sum of 3s. per shift in addition to his ordinary wage.

Holidays.

3. (a) The following days, if and when they fall on a working-day, shall be observed as paid holidays: New Year's Day and the day following, Good Friday, Easter Monday, Anzac Day, King's Birthday, Labour Day, Christmas Day, Boxing Day, and Anniversary Day. Show Day may be substituted for Anniversary Day.

(b) For work done on the above holidays and on Sundays, Easter Saturday, or Anzac Day double time shall be paid.

(c) All workers shall receive seven working-days' holiday on full pay in each year of service, and if and when their employment is determined shall receive proportionate holiday allowance, and any worker not being able to take his annual leave at Christmas period shall be granted an extra day annual leave.

Dirty Work.

4. (a) Dirt-money in addition to the wages mentioned in clause 1 shall be paid to workers engaged on traction-engines, steam-locomotives, bitumen plant, and power-house boilers, and to workers in the pits working on undergear of tramcars and buses.

(b) The Engineer shall decide whether or not any particular job comes under this clause, subject to an appeal to the General Manager.

(c) For the purpose of this clause "day" shall mean eight hours or any portion of eight hours during which a worker is employed at work coming within the scope of

(a) and (b) hereof. Any time worked in excess of eight hours on work coming within the scope of subclauses (a) and (b) hereof shall entitle the worker to an additional payment in proportion to the ratio of the amount of overtime worked to eight hours.

Improvers.

5. If, in the opinion of the Apprenticeship Committee appointed in connection with the branch of the engineering industry concerned, any apprentice who has completed his term of apprenticeship is not sufficiently competent to earn the minimum rate of wages prescribed in this award, then and in such case such apprentice shall be rated as an improver, for such period as the Committee shall determine, in order that he may qualify as an efficient tradesman. The Committee shall determine the rates that shall be paid during the term of improvership. If the Board is dissatisfied with a decision of the Committee it may appeal to the Court within fourteen days after such decision has been communicated to it. The period of improvership shall be not more than twelve months, and the minimum rate of wages shall be 2s. 7½d. per hour.

Engineering Students.

6. Any student of any recognized university engineering college in the Dominion who engages himself to the Board for the purpose of obtaining practical experience to supplement his theoretical training during the vacation periods shall be exempt from the provisions of this agreement: Provided that this shall not entitle the Board to dismiss a worker in order to make room for a student.

Medical Certificates and Sickness Payment.

7. In order to prevent men on sick-leave returning to work before they are fit to do so, workers absent through illness for four or more days shall present a medical certificate of fitness before returning to work. Any worker falling sick shall, on the production of a medical certificate, be entitled to half-pay for the first week of sickness.

"Smoke-oh."

8. Times at which smoking shall be permitted in the workshops shall be mutually arranged between the Board and the workers in each case.

Accidents.

9. (a) A modern first-class emergency case, fully equipped, shall be kept in a convenient and accessible place in the workshops. Provision shall be made for a supply of hot water.

(b) Facilities shall be provided for rendering first aid in the case of accident to workers while working outside the Board's place of business.

(c) The St. John Ambulance first-aid compressed kit shall be the first-aid case to be kept as required in subclause (a), and it shall be open to inspection once a month by a union official.

Access to Workshops.

10. The union secretary, or any person duly appointed, shall be allowed access to any workshop at any time for the purpose of interviewing any worker coming within the scope of this agreement upon business connected therewith, and the Board shall give recognition to any worker who is appointed shop steward for the particular department in which he is employed.

Matters not provided for.

11. If a dispute shall arise between the parties to this agreement upon any matter arising out of or in connection with the agreement and not specifically dealt with therein, it shall be referred to a committee comprised of two members of the union and two representatives of the Board, who shall appoint an independent chairman for decision. The decision of the majority of this committee shall be binding, except that any party adversely affected thereby shall have the right, within fourteen days after the decision is given, to appeal against the decision to the Court of Arbitration, which may amend the decision in any way as, after hearing the parties, it may consider necessary or desirable.

Under-rate Workers.

12. (a) Any worker who considers himself incapable of earning the minimum wage fixed by this agreement may be paid such lower wage as may from time to time be fixed, on the application of the worker after due notice to the union, by the local Inspector of Awards or such other person as the Court may from time to time appoint for that purpose; and such Inspector or other person in so fixing such wage

shall have regard to the worker's capability, his past earnings, and such other circumstances as such Inspector or other person shall think fit to consider after hearing such evidence and argument as the union and such worker shall offer.

(b) Such permit shall be for such period, not exceeding six months, as such Inspector or other person shall determine, and after the expiration of such period shall continue in force until fourteen days' notice shall have been given to such worker by the secretary of the union requiring him to have his wage again fixed in manner prescribed by this clause: Provided that in the case of any person whose wage is so fixed by reason of old age or permanent disability it may be fixed for such longer period as such Inspector or other person shall think fit.

(c) Notwithstanding the foregoing, it shall be competent for a worker to agree in writing with the president or secretary of the union upon such wage without having the same so fixed.

(d) It shall be the duty of the union to give notice to the Inspector of Awards of every agreement made with a worker pursuant hereto.

(e) It shall be the duty of the Board, before employing a worker at such lower wage, to examine the permit or agreement by which such wage is fixed.

Increase in Rates of Remuneration.

13. All rates of remuneration, including time and piece wages and overtime and other special payments provided for in this agreement, shall be subject to the provisions of the general order dated 9th August, 1940, under the Rates of Wages Emergency Regulations 1940, increasing rates of remuneration by an amount equal to 5 per cent. thereof.

Preference.

14. In engaging workers, preference shall be given to members of the Christchurch Branch of the New Zealand (except Northern) Amalgamated Engineering and Related Trades' Industrial Union of Workers, provided such members are available, and provided membership of the union is open to all workers of good character and sober habits, with an entrance fee not exceeding 5s. and subsequent weekly payments not exceeding 9d.

Passes.

15. (a) Annual passes at a cost of 7s. 6d. each shall be available and shall be purchased by all employees under this agreement. The cost of the passes shall be paid by the employee in instalments over not more than three pay periods. The year shall commence on the 1st January or, in the case of new employees, on the date they enter the service. No reduction for any shorter period shall be allowed. They shall bear the employee's name and shall be shown by him to the conductor on each journey even if not demanded. They shall not be transferable. The pass shall be surrendered when an employee leaves the service. Holders of these passes shall not occupy seats if there are any passengers standing. These passes shall not be available for use on any bus being operated for the Board by a contractor who retains the receipts thereof. Passes shall be issued by the Board every three months.

(b) Apprentices shall be granted a free pass.

Foremen.

16. Foremen shall be exempted from the provisions of this agreement, other than those contained in clause 14 hereof: Provided, however, that if any question arises concerning the remuneration or terms of employment such question shall be dealt with under clause 11 of this agreement.

Scope of Agreement.

17. This agreement shall apply to the parties named herein.

Term of Agreement.

18. This agreement shall come into force on the day of the date hereof and continue in force until the 19th day of November, 1943.

Signed on behalf of the Christchurch Branch of the New Zealand (except Northern) Amalgamated Engineering and Related Trades' Industrial Union of Workers, this 19th day of November, 1941—

[L.S.]

H. GUNNS, President.

G. T. THURSTON, Secretary.

Signed on behalf of the Christchurch Tramway Board—

[L.S.]

A. A. MCLACHLAN, Chairman.

H. E. JARMAN, General Manager and Secretary.

CHRISTCHURCH CITY ABATTOIR EMPLOYEES.—INDUSTRIAL AGREEMENT.

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, and its amendments, this 28th of November, 1941, between the Canterbury Freezing-works and Related Trades' Industrial Union of Workers (hereinafter referred to as "the union"), of the one part, and the Blumsky Abattoir Co-operative Party, Ltd., of Sockburn, and the Christchurch City Council (hereinafter referred to as "the employers"), of the other part, whereby it is mutually agreed by and between the said parties hereto as follows, that is to say:—

1. That the terms, conditions, stipulations, and provisions contained and set out in the schedule hereto shall be binding upon the said parties, and they shall be deemed to be and are hereby incorporated in and declared to form part of this agreement.

2. The said parties hereto shall respectively do, observe, and perform every matter and thing by this agreement and by the said terms, conditions, stipulations, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this agreement or of the said terms, conditions, stipulations, and provisions, but shall in all respects abide by and perform same.

SCHEDULE.

Industry to which Agreement applicable.

1. (a) This agreement shall apply to all workers engaged in the normal and usual work carried out in the abattoir and shall apply to stockmen and shepherds, but shall not apply to any member of the Co-operative Contract Party, Ltd., or overseer employed by the controlling authority of the abattoir for the purpose of seeing that the work of the contractor is carried out in accordance with the contract, or to clerical workers, or to tally clerks whose duties are of exclusively a clerical nature.

(b) Stockmen and shepherds are workers substantially employed in or about the abattoir on the delivery, receiving, drafting, and penning up stock at the abattoir and/or at Addington saleyards as required to suit the conditions of the employers' business.

Hours of Work.

2. (a) An ordinary week's work shall not exceed forty hours, to be worked between the following hours:—

Between 8 a.m. and 5 p.m. on Monday, Tuesday, Wednesday, and Friday:

Between 8 a.m. and 6 p.m. on Thursday:

Between 8 a.m. and 1 p.m. on Saturday:

Provided that on one day of the week, or on the day preceding a holiday, that starting-hour may be 7 a.m., and on one day of the week the finishing-hour for slaughtermen may be extended for a cut-out with a minimum payment for fifteen minutes at double the ordinary rate.

(b) Employers may employ assistants to have gambrels and wheels ready for slaughtermen by starting-time and to do the necessary cleaning down when required to do so after the slaughtermen have ceased work.

Shepherds and Stockmen.

3. Shepherds and stockmen employed by the Blumsky Co-operative Contract Party, Ltd., shall come under the provisions of this agreement, except that daily starting and finishing times as provided for in clause 2 hereof may be arranged between the employer and the employee: Provided that not more than forty hours are worked in any one week without payment of overtime.

Wages.

4. The following shall be the minimum rates of pay:—

				Per Week.		
				£	s.	d.
(a)	Slaughtermen	..	..	6	10	0
	Men sticking down beef	..	..	5	10	0
	Beef-gut men	..	..	5	5	0
	Slaughtermen's assistants and labourers			5	0	0
	Shepherds and stockmen	..	..	5	5	0
	Assistant shepherds and stockmen	..	..	5	0	0
				Per Day.		
				£	s.	d.
(b)	Casual employees—					
	Slaughtermen	..	..	1	12	6
	Labourers	..	..	1	1	0

(c) A casual employee is a worker employed for one week of forty hours or less. The daily hours of work for a casual shall not exceed eight hours without payment of overtime.

(d) On sale-day casual slaughtermen may be started at 1 p.m. and paid for half a day, but the time worked in excess of four hours shall be paid for at overtime rates.

(e) In lieu of the holiday pay prescribed in clause 8, subclause (2), hereof, casual employees who are employed at any time during the week ending on the day of the holiday shall be paid one-quarter as much again as the ordinary rate for each day worked, and for work done on statutory holidays they shall be paid on the same basis as weekly workers.

Youths.—Youths may be employed at the following rates:—

		Per Week.		
		£	s.	d.
Under seventeen years of age	..	2	5	0
Between seventeen and eighteen years of age	..	2	12	6
Between eighteen and twenty years of age	..	3	17	6
Thereafter the rates set out in subclauses (a) and (b) of this clause.				

Increase in Rates of Remuneration.

5. All rates of remuneration, including time and piece wages and overtime and other special payments provided for in this agreement, shall be subject to the provisions of the general order dated 9th August, 1940, under the rates of Wages Emergency Regulations 1940, increasing rates of remuneration by an amount equal to 5 per cent. thereof.

Overtime.

6. Except as otherwise provided, all time worked in excess of forty hours in any one week shall be paid for at the rate of time and a half for the first four hours and double time thereafter.

Loading.

7. If slaughtermen's assistants and labourers are required to load out before 7 a.m., such work shall be paid for at the rate of 3s. per hour in addition to the ordinary week's wages, the minimum payment for one morning's loading out to be 5s., such loading not to start before 5 a.m. Men not attending for loading at the time appointed by the contractor shall be paid for the time worked only. Men for loading to be taken in rotation. No worker under the age of eighteen to do loading before 7 a.m.

Holidays.

8. (1) All workers shall receive the following holidays:—

(a) New Year's Day, Good Friday, Easter Monday, Anzac Day, Sovereign's Birthday, Labour Day, Christmas Day, and Boxing Day.

(b) Show Day.

(2) Except as otherwise provided herein, all holidays mentioned in paragraph (a) of subsection (1) hereof shall be paid for as an ordinary working-day of eight hours.

(3) All time worked on holidays mentioned in paragraph (a) of subsection (1) hereof shall be paid for at double rates in addition to the ordinary wage.

(4) All time worked on the holidays mentioned in paragraph (b) of subsection (1) hereof shall be paid for at the rate of time and a half.

(5) Subclause (2) of this section shall be subject to the conditions of section 14 (2) of the Factories Amendment Act, 1936.

Annual Holidays.

9. All workers shall be entitled to and shall receive one week's holiday on full pay on completion of each year of service, and any worker leaving his employment or being dismissed at any time after six months' service shall be entitled to a proportionate holiday or the equivalent payment proportionate to the time of service. Such special holiday shall be inclusive of and in addition to any holiday mentioned in clause 10 hereof.

Tripe-workers and Labourers.

10. (a) Tripe-workers employed by the City Council shall work forty hours per week, and shall be paid overtime as provided for in clause 6 hereof.

(b) *Holidays.*—In addition to the paid holidays as provided for in section 8 hereof, each worker shall receive one week's holiday per annum on full pay at a time to be mutually arranged between the employer and the worker.

(c) *Wages.*—The following shall be the minimum rates of pay:—

			Per Week.		
			£	s.	d.
Leading tripe hand	..	..	5	5	0
Tripe-workers	..	..	5	0	0
Abattoir labourers	..	..	5	0	0

(d) Clogs and canvas for aprons and leggings shall be provided by the employer. Workers working outside shall be provided with waterproof coats.

General.

11. (a) Should any of the workers covered by this agreement be required to attend the Addington saleyards, free luncheon (and tea-money if necessary) shall be provided for them.

(b) When Addington sale-day falls on any of the above-mentioned holidays, employers may employ such men required to do any work there on payment of ordinary rate for such time worked in addition to the weekly wage.

(c) All stock to be penned.

(d) All stock that die outside the slaughterhouse not to be skinned by slaughtermen. Slaughtermen shall not be required to skin or dress sheep or lambs not killed in the pen.

(e) Fifteen minutes in the morning and fifteen minutes in the afternoon shall be allowed for "smoke-oh." On any day where nine hours or more are being worked a "smoke-oh" of fifteen minutes may be taken at 5 p.m. by mutual agreement between the employer and employees.

(f) Wages shall be paid weekly in cash on the ceasing of work on Fridays. Casual employees shall be paid when discharged.

(g) The employer shall have the fullest right of control (subject to the special conditions of this agreement) over its abattoirs and works, and make such rules for the necessary and proper management thereof as may be deemed expedient.

(h) As soon as slaughtering operations have ceased for the day the assistants shall do only the necessary cleaning and washing down. When asked to do outside work after slaughtering operations have ceased they shall be paid overtime rates.

(i) Employers shall provide a first-aid outfit, which shall be kept as near to the board as possible.

(j) Subject to proper care being taken of them, the employer shall provide aprons (rubber where necessary), knives, and steels, wherever necessary. Each worker requiring same shall be provided with one pair of clogs each year. All such material shall remain the property of the employer.

(k) The man in charge of sheep-skins shall be supplied with two pairs of suitable short-top gum boots per year.

Workers to be Members of Union.

12. It shall not be lawful for any employer bound by this agreement to employ or to continue to employ in any position or employment subject to this agreement any person who is not for the time being a member of the Canterbury Freezing-works and Related Trades' Industrial Union of Workers: Provided, however, that any non-unionist may be continued in any position or employment by any employer bound by this agreement during any time while there is no member of the union bound by this agreement who is available to perform the particular work required to be done and is ready and willing to undertake it.

(NOTE.—Attention is drawn to subsection (4) of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, which gives the workers the right to join the union.)

Scope.

13. This industrial agreement shall bind only the parties herein named.

Term.

14. This industrial agreement shall come into operation on the 1st October, 1941, and shall continue in operation until the 30th September, 1943.

Signed on behalf of the Blumsky Abattoir Co-operative Party, Ltd., Sockburn—

L. BLUMSKY, Director.

K. AINSWORTH, Director.

Signed on behalf of the Christchurch City Council—

ERNEST H. ANDREWS, Mayor.

H. S. FEAST, Town Clerk.

Signed on behalf of the Canterbury Freezing-works and Related Trades' Industrial Union of Workers—

H. G. KILPATRICK, Secretary.

J. J. LIDDY, President.

A. WALESBY, Delegate.

Witness to the above signatures—S. Ritchie, Commissioner.

**NELSON BREWERS, MALTSTERS, BOTTLERS, BOTTLE-WASHERS,
AND AERATED-WATER WORKERS.—INDUSTRIAL AGREEMENT.**

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, this 18th day of November, 1941, between Messrs. Harley and Sons, Brewers, Bottlers, and Maltsters, Nelson; Messrs. J. R. Dodson and Son, Brewers, Bottlers, Maltsters, and Aerated-water Manufacturers, Nelson; Messrs. Gormans, Ltd., Aerated-water Manufacturers, Nelson; and Estate of George Hogg, Maltsters, Nelson, of the one part, and the Nelson Brewers, Maltsters, Bottlers, and Bottle-washers and Aerated-water Employees' Union of Workers, on the other part, whereby it is mutually agreed by and between the said parties as set out in the following schedule.

SCHEDULE.

Hours of Work.

1. (a) The hours of work in breweries and bottling-stores shall be forty per week all the year round. The hours of work in aerated-water factories shall be thirty-six per week from 1st May to 31st October, and forty-four per week from 1st November to 30th April.

(b) The hours of work for maltsters' labourers shall be forty-four per week.

Wages.

2. (a) The following shall be the minimum rates of wages:—

			Per Week.		
			£	s.	d.
Maltsters' labourers ..	..	..	4	17	6
Brewery labourers ..	..	..	4	15	0
Machine bottlers ..	..	..	4	15	0
Bottle-house labourers ..	..	..	4	10	0
Aerated-water-factory labourers ..	..	..	4	10	0
Bottle-washers ..	..	..	4	10	0

(b) All wages shall be paid in cash on Friday each week, overtime being paid up to the same Friday morning. In each case wages shall be paid in working-hours.

(c) Employers shall have the right to transfer workers from any one department to another as the exigencies of the manufacture may require.

(d) The man engaged on firing the boiler while brewing is being carried on shall be entitled to a payment of 6d. per

hour extra over the rate of the brewery labourer while engaged in such work, with a limit of four hours for each brew.

Casual Workers.

3. Workers in breweries, bottling-stores, and aerated-water factories shall be deemed casual workers if they shall not be employed continuously for more than four months, and they shall be paid at the rate of £4 6s. per week. Daily casuals shall receive 2s. 2d. per hour.

Employment of Youths.

4. (a) Youths may be employed at not less than the following rates of wages:—

		Per Week.		
		£	s.	d.
For the first six months	..	1	2	6
For the second six months	..	1	7	0
For the third six months	..	1	11	6
For the fourth six months	..	1	16	0
For the fifth six months	..	2	0	6
For the sixth six months	..	2	5	0

Thereafter an annual increase of 10s. per week until twenty-one years of age, when the minimum rate shall be paid.

(b) The proportion of youths to men shall not exceed one youth to every three men or fraction thereof.

5. All the rates of wages set out in this agreement are to be increased by 5 per cent., this being the increase given by the general order dated 9th August, 1940, under the Rates of Wages Emergency Regulations 1940.

Deductions.

6. No deduction shall be made from wages for any of the holidays named herein, but time lost by a worker through his illness or absence from work through no fault of the employer may be deducted from his wages.

Overtime.

7. (a) Except as herein otherwise provided, the overtime rates to be paid to workers employed outside the hours prescribed in clause 1 hereof shall be as follows: Time and a half for the first four hours and double time thereafter. Each day shall stand by itself.

(b) Brewery hands usually required to start work before the ordinary time of commencing work shall be paid 5s. per week extra; overtime rates shall commence after the ordinary day's work has been completed.

(c) Overtime rates payable to maltsters' labourers shall be in accordance with the provisions of the Factories Act, 1921-22, and its amendment.

Holidays.

8. (a) The following holidays shall be allowed without any deduction from wages: A whole holiday on every Christmas Day, Boxing Day, New Year's Day, Anniversary Day, Good Friday, Easter Monday, Anzac Day, Labour Day, and birthday of the reigning Sovereign.

(b) Time worked on any of the above-named holidays or on Sundays shall be paid for at twice the ordinary rate.

(c) If any holiday falls on a Sunday, the day following shall be observed as the holiday.

(d) All workers shall be entitled to one week's holiday on full pay at the end of each year of service, such holidays not to be taken during the months of November, December, January, or February, except in the case of a maltster's labourer, who shall take his holiday at the end of the malting season. Should an employee leave during the year he will be entitled to one half-day's pay or holiday for each month of service given during that year.

General Conditions.

9. (a) Men working under excessive heat shall be allowed reasonable time before restarting work in a cold temperature.

(b) All workers employed at wet work shall, where necessary, be provided with clogs and leggings at intervals of twelve months, and waterproof aprons at intervals of six months.

(c) First-aid chests shall be provided in all breweries, bottling-stores, and aerated-water factories.

Time and Wages Book.

10. Each employer shall keep and enter or cause to be kept entered up a book containing the name of each worker to whom this award applies, the class of work performed by and the wages paid to each worker, and the time during which he has been employed.

Collection of Moneys.

11. No employer shall place any obstacle in the way of any representative of the union in the collection of moneys due, provided that such collection shall not take place oftener than once a week and at a time to be mutually agreed upon by the employer and the secretary of the union.

Terms of Engagement.

12. Unless otherwise agreed, for workers with under twelve months' service, forty-eight hours' notice, and for workers with over twelve months' service, one week's notice, shall be given by the employer or worker; but this shall not affect the right of any employer to summarily dismiss any worker for good cause.

Extension of Hours under Factories Act.

13. Pursuant to the provisions of section 3 of the Factories Amendment Act, 1936, the limits of hours fixed by subsection (1) of that section are hereby extended upon the terms of this award in respect of every occupier of a factory bound or to be bound by such award.

Matters not provided for.

14. Any dispute in connection with any matter not provided for in this award shall be settled between the particular employer concerned and the secretary or president of the union, and in default of any agreement being arrived at, then such dispute shall be referred to the Inspector of Awards or any other person mutually agreed upon by the parties, who may either decide the same or refer the matter to the Court. Either party, if dissatisfied with the decision of the Inspector or such other person appointed to act, may appeal to the Court upon giving written notice of such appeal to the other party within seven days after such decision shall have been communicated to the party desiring to appeal.

Under-rate Workers.

15. (a) Any worker who considers himself incapable of earning the minimum wage fixed by this award may be paid such lower wage as may from time to time be fixed, on the application of the worker after due notice to the union, by the local Inspector of Awards or such other person as the Court may from time to time appoint for that purpose; and such Inspector or other person in so fixing such wage shall have

regard to the worker's capability, his past earnings, and such other circumstances as such Inspector or other person shall think fit to consider after hearing such evidence and argument as the union and such worker shall offer.

(b) Such permit shall be for such period, not exceeding six months, as such Inspector or other person shall determine, and after the expiration of such period shall continue in force until fourteen days' notice shall have been given to such worker by the secretary of the union requiring him to have his wage again fixed in manner prescribed by this clause: Provided that in the case of any person whose wage is so fixed by reason of old age or permanent disability it may be fixed for such longer period as such Inspector or other person shall think fit.

(c) Notwithstanding the foregoing, it shall be competent for a worker to agree in writing with the president or secretary of the union upon such wage without having the same so fixed.

(d) It shall be the duty of the union to give notice to the Inspector of Awards of every agreement made with a worker pursuant thereto.

(e) It shall be the duty of an employer, before employing a worker at such lower wage, to examine the permit or agreement by which such wage is fixed.

Workers to be Members of Union.

16. (a) It shall not be lawful for any employer bound by this award to employ or to continue to employ in any position or employment subject to this award any adult person who is not for the time being a member of an industrial union of workers bound by this award or who is not for the time being a member of a trade-union which was registered as such before the 1st day of May, 1936, and which is bound by this award: Provided, however, that any non-unionist may be continued in any position or employment by an employer bound by this award during any time while there is no member of a union bound by this award who is available to perform the particular work required to be done and is ready and willing to undertake it.

(b) For the purposes of subclause (a) of this clause a person of the age of eighteen years or upwards, and every other person who for the time being is in receipt of not less than the minimum rate of wages prescribed by this award for workers of the age of twenty-one years and upwards, shall be deemed to be an adult.

(NOTE.—Attention is drawn to subsection (4) of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, which gives to workers the right to join the union.)

Scope of Agreement.

17. This agreement shall operate throughout the Nelson Industrial District.

Term of Agreement.

18. This agreement shall come into force on the 1st day of November, 1941, and continue in force until the 31st day of October, 1943.

This industrial agreement is signed by the parties thereto as hereunder.

For the employers—

Harley and Sons:

HARLEY SONS.

J. R. Dodson and Son:

J. R. DODSON AND SON, LTD.

Gormans Ltd.:

J. A. HARLEY }
W. J. FORSYTH } Directors.

Estate of George Hogg:

Public Trustee as Executor,

W. J. FORSYTH, District Public Trustee.

For the Union—

R. F. SWENSSON, President of the Union.

WM. R. BUNKER, Secretary of the Union.

A. C. WILSON, Member of the Union.

NEW ZEALAND MOTOR AND HORSE DRIVERS.—ENFORCEMENT.

In the Magistrates' Court, holden at Wellington.—Between the Inspector of Awards, plaintiff, and S.P.D., Limited, defendant. Hearing, 30th October, 1941; judgment delivered, 13th November, 1941. Inspector of Awards in person; Mr. W. D. Goodwin for defendant.

Employment, Terms of—Summary Dismissal for Misconduct—Delay by Employer in exercising Right of Dismissal not amounting to Condonation of Conduct or Waiver of Right to dismiss—"Summarily," Meaning of.

The worker, a driver, when sent on a round deviated slightly from his route and called at his home for refreshment. He arrived back late, at about 4.20 p.m., and on being questioned denied the

offence, but upon being confronted with proof of his misconduct, admitted it. He was not dismissed immediately, but, without any special or direct instructions, proceeded with his ordinary carrying duties. Upon returning to the depot at 6.10 p.m. he received a notice summarily terminating his employment. The employer was charged with failing to give a week's notice of dismissal as required by the award, it being claimed that the delay in dismissal amounted to a waiver of the right of summary dismissal which the award permitted in cases of misconduct. *Held*, That the misconduct was of a nature which would justify summary dismissal and that there had been no such delay as would entitle the servant to consider the misconduct had been waived or condoned. Judgment for the defendant.

JUDGMENT OF H. P. LAWRY, Esq., S.M.

THIS is an action in which the plaintiff claims £10 for a breach of clause 14 of Part III of the New Zealand Motor and Horse Drivers' award (dated 31st May, 1940, and recorded in Book of Awards, Vol. XL, p. 641) in that the defendant failed to give a driver one week's notice of dismissal. Clause 14 reads as follows:—

In the case of workers other than casual hands, a week's notice of dismissal or resignation shall be given by the employer or the worker. This, however, shall not prevent the summary dismissal of a worker for misconduct.

It was conceded by the plaintiff that the conduct of the driver warranted a summary dismissal, and the only question for the Court to determine is whether the dismissal was in fact or law a summary one, or whether there was such delay in dismissal as to amount to the waiver of the right of summary dismissal and so entitle the driver to one week's notice. The defendant is a parcel and general delivery company operating in Wellington, and the driver was employed as a motor-driver in the carrying operations of the defendant. On the 13th June, 1941, the driver was sent out on a round of various duties with instructions to visit a certain customer's premises at 3 p.m. In the course of his round he went approximately one-fifth of a mile out of his way and called in at his home for refreshment and arrived at the customer's premises half an hour later than instructed. Punctuality and reliability are essential qualities required in defendant's drivers. It is not established or even suggested that on this occasion the want of punctuality had any adverse effect on defendant's business, but it is an instance of breach of duty which might well have done so. There is a further and, in my opinion, even more important fact established. During the afternoon the defendant's manager passed the driver's residence and saw his motor-truck standing

outside. When the driver returned to the yard at approximately 4.20 p.m. he was questioned by the manager as to the length of time he had taken and as to whether or not he had gone home for a cup of tea. The driver falsely denied that he had done so, but on the manager pointing out that he had been past and seen the truck there the driver then admitted his reply had been false. This definitely was an instance indicating such unreliability and would justify summary dismissal. The driver was not dismissed instantaneously, but without any special or direct instructions proceeded with his ordinary carrying duties, but when he returned to the defendant's depot at 6.10 p.m. found waiting for him a notice terminating his services and relating to his holiday pay. Although the liability to summary dismissal was admitted by the plaintiff, I mention the facts in case they should be considered to have any bearing or effect on the right of the parties by reason of the dismissal not being effected till 6.10 p.m. Assuming the discussion on the driver's return to the yard at 4.20 p.m. occupied, say, ten minutes, there was an interval of one hour forty minutes between the time defendant's manager became aware of the facts warranting dismissal and the communication of the notice. The question then is, Does such interval permit the dismissal being a summary one? It is claimed by the defendant that such interval was not unreasonable considering the nature of the employment, and further that it was no different than if the driver had been told to finish up at the end of the day. The only authority quoted by counsel for the defendant is *Flannagan v. Lyons* (6 M.C.R. 81), and a reference was made to *Phillips v. Foxall* cited there. The reference to that decision in *Flannagan v. Lyons* is 7 Q.B. 666, whereas the correct reference should be [1872] L.R. 7 Q.B. 666. Funk and Wagnell's dictionary defined "summarily" as being "instantaneously" or "without delay or show of formality." The Oxford Dictionary defines "summarily" as meaning "without delay." Delay from a reference to Funk and Wagnell would seem to be a relative term depending for exactitude upon the surrounding circumstances. In Webster's Dictionary it is given a meaning akin to peremptory. The word "summarily" is not defined in the award, but in my opinion is intended to mean that right of dismissal without notice as an employer has for cause at common law. This right is subject to waiver or condonation, and is referred to in Halsbury, 2nd Ed., Vol. 22, paragraph 258, as follows:—

A master who with full knowledge of a servant's misconduct elects to continue him in his service, cannot subsequently dismiss him for the offence which he has condoned

and reference is made to *Horton v. McMurtry* (5 H. & N. 667), per Bramwell, B., at p. 675, and to *Phillips v. Foxall* (*supra*). The law is very similarly expressed in Smith's Law of Master and Servant, 6th Ed., at p. 102.

Neither of the cases helps in determining just what delay would amount to a waiver or condonation. In *Horton v. McMurtry* the right of dismissal is expressed as being "on the occasion of his misconduct, and not at any time thereafter at the master's option." In *Phillips v. Foxall* the right of dismissal is expressed by Blackburn, J., as follows:—

Now the law gives the master the right to terminate the employment of a servant on his discovering that the servant has been guilty of fraud. He is not bound to dismiss him, and if he elects, after the knowledge of the fraud, to continue him in his service, he cannot at any subsequent time dismiss him on account of that which he has waived or condoned.

It would appear, therefore, that there must be something in the conduct of the master from which an election to continue the employment has been made, and that can only be decided from a consideration of the surrounding circumstances.

To hold that the dismissal had to be instantaneous would mean that the employer would have to act with haste, so that a servant would be in danger of being dismissed in the heat of annoyance caused by the misconduct. I do not think the dismissal had to follow as strictly as that, but that the test should be whether there had been such a delay as would entitle the servant to consider the misconduct had been waived or condoned: see *Beattie v. Parmenter* (5 T.L.R. 396). The onus of proving such condonation is on the plaintiff: *Federal Supply and Cold Storage Co. v. Angehrn and Piel* ([1911] 80 L.J. P.C., p. 1, at pp. 8 and 10). Has, then, the plaintiff proved that the employer had done anything which would amount to a waiver of his admitted right to dismiss the employee concerned? It is suggested that by not dismissing the employee on the instant the employer lost or waived his right of dismissal. In my opinion there was no undue delay. In the case just mentioned the dismissal of the employee was described as "peremptorily" when it was within forty-eight hours of the discovery of the piece of evidence which alone made such action reasonably safe (see at p. 10). Comment on the choice of the word "condonation" is made on p. 8, where it is pointed out that it has been used as meaning an election between two remedies or a decision to waive or deliberately abandon a right one fully knew he had. I fail to see how it can be said that the employer did anything which can be construed

as an election to continue the employee in his employment. No doubt he considered the matter, a very proper proceeding involving as it did the question of the retention or otherwise of the services of an employee (and in this case an employee who had been considered worthy of and who was receiving more than the award rate of pay), but there was no unreasonable delay. Neither can it be said that there was anything in the conduct of the employer which would amount to waiver of his right of dismissal. Here the servant was permitted to carry on with his duties merely in the ordinary course without any special instructions for something over an hour until the day was finished, when he found his notice waiting for him. I cannot spell any waiver or condonation into this in all the circumstances, including the nature of his employment. Judgment will be for the defendant.

Solicitors for the defendant: *Atkinson, Dale, and Mather* (Wellington).

NEW PLYMOUTH TRAMWAYS AND OMNIBUS EMPLOYEES.—
AWARD.

In the Court of Arbitration of New Zealand, Taranaki Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments; and in the matter of an industrial dispute between the New Zealand Tramways Authorities' Employees' Industrial Union of Workers (hereinafter called "the union") and the undermentioned Council (hereinafter called the employers):—

New Plymouth Borough Council, Municipal Offices,
New Plymouth.

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the above-mentioned dispute, and having heard the union by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, doth hereby order and award:—

That, as between the union and the members thereof and the employers and each and every of them, the terms, conditions, and provisions set out in the schedule hereto and of this award shall be binding upon the union and upon every member thereof and upon the employers and upon each and every of

them, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this award; and, further, that the union and every member thereof and the employers and each and every of them shall respectively do, observe, and perform every matter and thing by this award and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this award or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same. And the Court doth hereby further award, order, and declare that any breach of the said terms, conditions, and provisions set out in the schedule hereto shall constitute a breach of this award, and that a penalty as by law provided shall be payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect on the 8th day of December, 1941, and shall continue in force until the 8th day of December, 1942, and thereafter as provided by subsection (1) (d) of section 89 of the Industrial Conciliation and Arbitration Act, 1925.

In witness whereof the seal of the Court of Arbitration hath hereto been affixed, and the Judge of the Court hath hereunto set his hand, this 2nd day of December, 1941.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE.

Workers to whom this Award applies.

1. This award shall apply to the New Plymouth Borough Council and to those workers employed within the scope of this award in connection with the operation of the New Plymouth Borough Tramways Department.

Rates of Pay.

				Per Hour.	
				s.	d.
2. (a) Motormen—					
First year	..	..	..	2	5½
Thereafter	..	..	..	2	7½
Conductors—					
First year	..	..	..	2	4½
Thereafter	..	..	..	2	5½
Bus-drivers	..	..	..	2	8½
Car-examiners	..	..	..	2	6½
Car-cleaners	..	..	..	2	4½
Car-shed labourers	..	..	..	2	4½

Permanent-way—				Per Hour.	
				s.	d.
Trackmen	..	..	..	2	6
Repairers	..	..	..	2	6
Labourers	..	..	..	2	5

Shed workers who are regularly employed at night shall receive 1d. per hour extra.

Motormen whilst acting in dual capacity of driver and conductor shall receive 2½d. per hour extra.

(b) Any worker coming within the scope of this award and not included in the above schedule of rates of pay shall be paid not less than the minimum rates of pay specified in any award or agreement covering such work and industry; they shall, however, conform to the hours of work, overtime rates, time and holiday allowances, and such other conditions specified in this award.

(c) Subject to his having the requisite electric-tram driver's certificate or license to drive a passenger-service vehicle enabling him so to act—

- (i) A bus-driver may act as a motorman;
- (ii) A motorman may act as the driver of an omnibus;
- (iii) A motor mechanic or a fitter may act as a motorman or as the driver of an omnibus,—

but whilst so employed outside his ordinary duties such person shall be paid at the rate fixed for such work or at the rate fixed for his ordinary duties, whichever shall be higher.

A bus-driver while acting in the dual capacity of motorman and conductor shall be paid 2½d. per hour extra in addition to the rate fixed for his ordinary duties as a bus-driver.

(d) Motormen-cleaners and bus-driver cleaners shall be rated as motormen (first year) and bus-drivers respectively when they first act as motormen or bus-drivers in traffic, but in the event later of their services as motormen or bus-drivers not being required they shall revert to their former positions and pay.

Increase in Rates of Remuneration.

3. All rates of remuneration, including time and piece wages and overtime and other special payments provided for in this award, shall be subject to the provisions of the general order dated 9th August, 1940, under the Rates of Wages Emergency Regulations 1940, increasing rates of remuneration by an amount equal to 5 per cent. thereof.

Hours of Work.

4. *Traffic Staff.*—(a) The normal hours of work for motormen, bus-drivers, and conductors shall be forty hours per week, Monday to Saturday inclusive, eight hours per day for five days, a day to be from midnight to midnight. Days off shall rotate regularly from Monday to Saturday for each worker.

(b) A "day-off" roster shall be posted at the depot.

(c) No worker shall be worked more than four and a half consecutive hours from commencement of shift on straight shift, or five and a half hours on broken shift, without a meal relief. No payment shall be made for time deducted for meal reliefs. Not more than twenty minutes shall be deducted for each meal relief.

(d) All broken shifts of eight hours shall be completed in twelve hours, and no employee shall be signed off for less than one hour and a half.

Broken shifts shall be of not more than two parts, and one halfpenny per hour extra to the rates of pay specified in clause 2 (a) hereof shall be paid for broken-shift work.

The ratio of shifts shall be three broken to ten straight shifts in each department, unless otherwise agreed upon between the employer and the workers.

Depot Staff.—(e) Day-workers: A minimum of forty hours per week, eight hours per day for five days, ordinary day off to be Saturday where practicable. Day shifts not to commence before 5 a.m. and to finish not later than 5 p.m.

(f) Night-workers: A minimum of forty hours per week, eight hours per night for five nights, ordinary night off to be Saturday where practicable. Night-shift rates of pay shall be given to all men whose regular work commences between the hours of 5 p.m. and 5 a.m. Crib-time of half an hour on pay shall be allowed to all men on the depot staff regularly employed at night times.

(g) Trackmen: A minimum of forty hours per week, Monday to Saturday inclusive, eight hours per day for five days.

Overtime.

5. (a) Unless otherwise provided, all time worked in excess of the hours specified shall be deemed to be overtime, and shall be paid for at the rate of time and a half for the first four hours and at double time thereafter.

(b) Call-back and call-forward duties shall be for a minimum of two hours and shall be paid for at the rate of time and a half, and no motorman, bus-driver, or conductor shall be required to work more than two call-back or call-forward duties in any one week.

(c) Motormen, bus-drivers, and conductors may be required by the employer to operate vehicles at times outside the ordinary time-tables. All specials shall be for a minimum of two hours and shall be paid for at the rate of time and a half between the hours of 9 p.m. and midnight, and at double time rates after midnight, time to be continuous from the usual time of signing off the rostered shift until the special is finished.

(d) All work on Sundays and on Anzac Day, Christmas Day, and Good Friday shall be for a minimum of two hours and shall be paid for at double time rates.

(e) All workers shall receive eight hours' pay at ordinary rates for Anzac Day, Christmas Day, and Good Friday, except when Anzac Day or Christmas Day falls on a Sunday, or when any of the above days fall on a worker's normal day off.

(f) Depot workers required to work on continuously for more than two hours' overtime shall be allowed half an hour meal relief on pay.

(g) All overtime shall be calculated on a daily basis.

Signing on and off Time.

6. (a) A motorman shall sign on ten minutes previous to taking on his car, and shall be allowed seven minutes after finishing work.

(b) Motormen on broken shifts shall be allowed five minutes each time for signing on and off intermediate shifts, and seven minutes after signing off for the day.

(c) Conductors shall sign on ten minutes previous to taking on their cars, and shall be allowed ten minutes when paying in box.

Conductors on broken shifts and call-back duty shall be allowed five minutes each time for signing on or off intermediate shifts. The above clauses shall not apply to signing on or off for meal relief.

(d) One-man Cars and Buses: Motormen and bus-drivers shall sign on fifteen minutes previous to taking on their cars or buses, and shall be allowed twelve minutes for signing off.

Motormen and bus-drivers on broken shifts and call-back duty shall be allowed eight minutes each time for signing on or off intermediate shifts and twelve minutes for signing off for the day. The above clause shall not apply to signing on or off for meal reliefs.

Travelling.

7. All workers covered by this award shall be allowed to travel free to and from duty.

Holidays.

8. (a) Workers covered by this award who are required to work on public or statutory holidays shall receive holidays as follows:—

Workers with one or two years' service, twelve (12) consecutive working-days each year.

Workers with more than two years' service, twelve (12) consecutive working-days every nine months.

(b) A holiday roster shall be prepared and posted at the depot at least fourteen days before a worker is required to take his holidays.

(c) Holidays shall be granted when due, or as soon thereafter as the working of the system will permit, and shall not be allowed to accumulate, nor shall any employee receive payment in lieu of holiday leave.

(d) All workers shall be paid for holidays at the rates of pay set out in clause 2 (a) of this schedule.

(e) Any worker working under this award leaving or being dismissed from the service shall be entitled to holidays due in proportion to the period worked, provided that such employee has served at least six months.

Promotions.

9. Whenever there are suitable employees in the service, promotions of employees affected by this award shall be made from the employees at the time of vacancies occurring. At all times seniority, suitability, capability, and record shall be taken into consideration. All motormen shall be promoted from the conductors in the service, provided that same are available. In appointing traffic and ticket inspectors preference shall be given to motormen in the service.

Subject to the provisions of the Tramways Act, 1908, and its amendments, or any other Act affecting the same, the employer shall be the sole judge of the qualifications of any member of the staff for promotion.

Training of Motormen.

10. (a) Every motorman shall, as and when required by the employer, train or, as directed by the employer, assist in the training as a motorman of any member of the union who, in the opinion of the employer, is capable of performing the duties of, and is suitable for appointment as, a motorman.

(b) Such training may be effected by one or more motormen as the employer shall direct, and shall be for such period as may be necessary, not being less in any case than 168 hours, and shall be effected by the motormen in the employer's time during the motormen's ordinary hours of work.

(c) Any person being so trained shall accept such training within such hours as the employer shall direct, but such person shall not be entitled to any wages or any other remuneration whilst engaged upon such training.

(d) Each motorman effecting or assisting in effecting such training in accordance with the instructions of the employer shall be paid by the employer 2d. per hour in addition to his ordinary rates of pay for the actual time he is engaged upon such training.

(e) The provisions of this clause shall apply, with the necessary changes in points of detail (with the exception of the minimum period of training set out in subclause (b) hereof), to bus-drivers training members of the union as bus-drivers.

Reports.

11. (a) Any worker reported by the public or by any superior departmental officer shall receive notification of any charge involving dismissal, suspension, or loss of standing within forty-eight hours after the receipt of the report by the Manager, and an inquiry shall be commenced within forty-eight hours after the worker is notified. All reports must be in the hands of the Manager within forty-eight hours of the alleged offence. (Saturdays, Sundays, and holidays shall be excluded in the computation of these times.)

(b) No charge shall be preferred against a worker by any member of the general public or by any departmental officer unless the complaint be made in writing and signed by the

person making such complaint, and the worker concerned shall be entitled to see the original reports before he is called upon to answer the charge.

(c) If the charge against a worker is not substantiated, all time lost by suspension of the worker's duties, or by his personally reporting to an officer of the Department, or by his attending an inquiry when instructed so to do, shall be paid for at ordinary rates of pay.

(d) All workers personally reporting at the office or at any place in which an inquiry may be held shall meet punctually at the appointed time, or as near such time as possible.

(e) No entry shall be made on any worker's record unless he be censured by the Inquiry Committee, and these records shall be open for inspection at any time by the workers concerned upon application.

(f) Any charge to be laid against a worker by an officer shall be made known to the worker at the time of the alleged offence occurring, and the worker shall be entitled to see the officer's report before he is called upon to answer the charge.

(g) A worker shall be permitted to call evidence in his defence when an inquiry is held by the employer, and shall have the right to have the person making the complaint in attendance at such inquiry.

(h) The union shall have the right to engage at its own expense a shorthand-writer to take shorthand notes of the proceedings at all inquiries held by the employer or its officers respecting the conduct of a worker, and shall have the right to have an official of the union present as an advocate for the worker; in such case the employer shall arrange for the necessary relief of the said official.

(i) If, for the purposes of an inquiry, it be necessary for a worker, or any witness employed by the employer, to attend such inquiry during their normal working-hours, the employer shall arrange for the necessary reliefs, and shall pay the men so attending at ordinary rates of pay as set out if such attendance be at any time outside their normal rostered shift hours.

Seats and Lockers for Motormen.

12. (a) A seat shall be provided for the motormen on each car, to be used subject to such reasonable regulations as the Manager may issue from time to time.

(b) Lockers shall be provided on each car for motormen, and on each bus for bus-drivers, and they shall be kept clean.

Uniforms and Clothing.

13. (a) All workers required to wear uniforms shall be supplied with them at the cost of the employer. The issue shall be a tunic, trousers, and cap annually, and an overcoat every three years. All uniforms shall be and remain the property of the employer and shall be returned before receiving the new issue. By arrangement with the employer an employee may be permitted to continue the use of his uniform and overcoat for a period of three months beyond the period of twelve months and three years hereinbefore respectively mentioned, in each of which cases, upon the new issue being made, the old uniform or overcoat, as the case may be, shall be retained by the employee, and shall thenceforth become his property.

(b) Trackmen shall be supplied with oilskins, coat, and leggings, and shed hands with overalls and gum boots, by the employer free of cost, as required.

(c) The employer shall keep a waterproof coat available for the use of employees having to change cars at the depot.

(d) Traffic men regularly called upon to clean trams or buses shall be supplied with suitable overalls.

Shortages and Overs.

14. Each motorman's, bus-driver's, and conductor's shortages and overs shall be balanced fortnightly to coincide with pay period, and posted in the depot as soon as possible thereafter, and any deficiency shall be paid in by the conductor on the next pay-day. The shortage sheet shall be posted daily.

Workers to be Members of the Union.

15. (a) Except as is herein otherwise expressly provided, it shall not be lawful for any employer bound by this award to employ or to continue to employ in any position or employment subject to this award enumerated or described in clause 2 hereof (wages schedule) any adult person who is not for the time being a member of an industrial union of workers bound by this award or who is not for the time being a member of a trade-union which was registered as such before the 1st day of May, 1936, and which is bound by this award: Provided, however, that any non-unionist may be continued in any position or employment by any employer bound by

this award during any time while there is no member of the union bound by this award who is available to perform the particular work required to be done and is ready and willing to undertake it.

(b) For the purpose of subclause (a) of this clause a person of the age of eighteen years or upwards, and every other person who for the time being is in receipt of not less than the minimum rates of wages prescribed by this award for workers of the age of twenty-one years and upwards, shall be deemed to be an adult.

(c) No inspector, staff employee, or other official of the employer shall become a member of the union. In the event of a member of the said union being appointed to any position or office not enumerated or described in clause 2 hereof (wages schedule), he shall immediately resign his membership and the union shall accept his resignation.

(NOTE.—Attention is drawn to subsection (4) of section 18 of the Industrial Conciliation and Arbitration Act, 1936, which gives to workers the right to join the union.)

Under-rate Workers.

16. It shall be competent for any worker who agrees in writing with the secretary of the union so to do to accept any wage less than that specified in this award for such period as may be arranged between the parties bound by this award.

Terms of Employment.

17. The employment shall be deemed to be an hourly one, and, except as is herein otherwise provided, each worker shall be paid only for the hours actually worked by him. Not less than one week's notice of termination of employment shall be given by the employer or the worker, but this shall not prevent the employer from dismissing any worker without notice for good and substantial cause, subject in all cases to an appeal by the worker to the Tramway Appeal Board under the Tramways Act, 1908.

General.

18. (a) A permanent-shift roster shall operate on all week-days. There shall be a Sunday roster, and all workers as far as possible shall be equally worked round same.

(b) All student motormen, bus-drivers, and conductors shall have a bag and ticket-box of their own.

(c) For breaches of discipline or other offences the employer may, in lieu of inflicting suspension from duty as a punishment, reduce a motorman, bus-driver, or conductor to any lower grade, irrespective of length of service.

(d) All men concerned in serious accidents shall be relieved as soon as possible.

Writing Reports.

19. Any worker required to write a No. 1 report shall be allowed fifteen minutes extra to his rostered shift time for so doing, and shall be paid for such time, except when relieved for such purpose or during stand-by time.

Conveniences.

20. Conveniences shall be provided at Fitzroy, Westtown, and Breakwater termini, and proposed new bus terminal, whenever possible.

Option.

21. If a motorman or bus-driver at any time after taking up his duties finds that he is unfitted for the work, he shall have the option of going back to his former position as soon as the requirements of the service permit.

Lockers.

22. Each worker shall be provided with a locker.

Interpretation and Settlement of Disputes.

23. The essence of this award is that the work of the employer shall proceed in the customary manner and shall not on any account whatsoever be impeded. If any dispute or difference shall arise between the parties bound by this award and be not settled by mutual arrangement, the matters in dispute shall then be referred to a Disputes Committee consisting of three representatives of the employer and three representatives of the union, with the power to appoint a Chairman. If this Committee fails to agree upon the selection of a Chairman the Conciliation Commissioner for the industrial district shall be called upon to act in that capacity. Either party, if dissatisfied with the decision of this Committee, may appeal to the Arbitration Court within one month following the receipt of the Committee's decision.

Medical Examination.

24. The management may at any time require any traffic worker to submit himself to a medical examination.

Term of Award.

25. This award shall come into force on the 8th day of December, 1941, and shall continue in force until the 8th day of December, 1942.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the Court hath hereunto set his hand, this 2nd day of December, 1941.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM.

The matters settled by the Court related to wages, broken shifts, holidays, and term of award. The wages and conditions have been brought more into line with those operating in the case of other tramway authorities in the Dominion.

A. TYNDALL, Judge.

MARLBOROUGH THRESHING-MILL, CHAFFCUTTER, AND CLOVER-SHELLER EMPLOYEES.—AWARD.

In the Court of Arbitration of New Zealand, Marlborough Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments; and in the matter of an industrial dispute between the New Zealand Workers' Industrial Union of Workers (hereinafter called "the union") and the undermentioned union, persons, firms, and companies (hereinafter called "the employers") :—

New Zealand Agricultural and Related Farmers' Industrial Union of Employers (G. A. Gunn, Branch Secretary), Marathon Estate, Seddon.

Bishell, W. M., Caythorpe, Blenheim.

Blick, E. G., Dashwood, Seddon.

Chayter and Co., Spring Creek, Blenheim.

Donald, J. W., jun., Havelock, Blenheim.

Drake, F., Millowner, Tua Marina.

Fleming Bros., Seddon.

Gane, A. E., Rapaura, Blenheim.

Goulter, H., Seven Oaks, Blenheim.

Marfell, A., Seddon.

Marfell, C. F., Seddon.

Marfell, G., Seddon.
 Marfell, R. A., Seddon.
 Marfell, W. J., Seddon.
 Mortimer, G., Te Rou, via Blenheim.
 Morrin, T. M., Marama, Seddon.
 McCallum, F., Fairhall, Blenheim.
 McConway, J., Seddon.
 O'Dwyer, J. and W., Spring Creek.
 Page, E., Rapaura, Blenheim.
 Soper, H. E., Rapaura, Blenheim.
 Walsh, M., Fairhall, Blenheim.
 Weld, E. A., Grassmere, Seddon.

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the above-mentioned dispute, and having heard the union by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, doth hereby order and award:—

That, as between the union and the members thereof and the employers and each and every of them, the terms, conditions, and provisions set out in the schedule hereto and of this award shall be binding upon the union and upon every member thereof and upon the employers and upon each and every of them, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this award; and, further, that the union and every member thereof and the employers and each and every of them shall respectively do, observe, and perform every matter and thing by this award and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this award or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same. And the Court doth hereby further award, order, and declare that any breach of the said terms, conditions, and provisions set out in the schedule hereto shall constitute a breach of this award, and that a penalty as by law provided shall be payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect on the day of the date hereof, and shall continue in force until the 31st day of July, 1942, and thereafter as provided by subsection (1) (d) of section 89 of the Industrial Conciliation and Arbitration Act, 1925.

In witness whereof the seal of the Court of Arbitration hath hereto been affixed, and the Judge of the Court hath hereunto set his hand, this 9th day of December, 1941.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE.

Hours of Work.

1. The hours of work shall be between 7 a.m. and 7 p.m. for stack threshing and 7 a.m. and 8 p.m. for stook threshing, except on Saturdays, when the hours of work shall be between 7 a.m. and 5 p.m. for stack threshing and between 7 a.m. and 5 p.m. for stook threshing. Fifteen minutes extra shall be allowed to finish a set.

Threshing-mills: Number of Hands to be employed.

2. (a) Except through accident to or illness of any workers, the number of hands to be employed at each mill when working shall consist of feeder, driver, two stackmen, two bagmen, two strawmen and (in camp) one cook; but should a mill be fitted with any patent appliance the work equivalent done by such appliance shall be taken into account when manning the mill, and the number of hands reduced accordingly. When one straw-man only is required and the other man shall be available for any other work, and where a corn stack exceeds six yards in width, an extra man shall be supplied by the farmer.

(b) In the case of American and similar mills, the number of hands (excluding the cook) to be employed shall be not less than—for mills of not greater dimensions than 24 in. by 36 in., four men; for mills of not greater dimensions than 28 in. by 46 in., five men; for mills of not greater dimensions than 32 in. by 54 in., six men; where an elevator is used, an extra man shall be employed as a straw-man. When threshing peas out of the stack, an extra man shall be employed on the stack.

Accommodation for Threshing-mill Workers.

3. The employer shall provide huts or clean, sanitary sleeping-accommodation for the sole use of the men during the threshing.

Number of Hands for Clover-shellors, Chaffcutters, and Balers.

4. Except through accident or illness of any worker, the minimum number of hands shall be as follows:—

(a) Clover-shellors: A driver and two stackmen.

(b) Chaffcutters: A driver, feeder, two bagmen, and one stackman, when cutting oat-sheaf chaff. When cutting straw out of the stack the farmer shall find one additional man. When cutting straw out of a wallop, the farmer shall find two additional men.

(c) Balers: Where steam-power balers are used, six men shall be employed; when oil-power balers are used, four men shall be employed when baling out of the field, and five men when baling out of the stack.

(d) In the case of header harvesters, the number of hands shall not be less than:—

Up to 8 ft.: Two men.

Over 8 ft. and up to 12 ft. size: Three men.

Over 12 ft. and up to 16 ft. size: Four men, if tractor drawn; three men if self-propelled.

(e) Should a standard or American mill or clover-huller be driven by means of a Diesel engine or tractor, then no waterman shall be required.

(f) Should mill or header be fitted with a mechanical appliance which appliance enables the work of one or more men to be done mechanically, the number of hands on such machine may be reduced accordingly.

(g) No youth under the age of sixteen years shall be employed on any mill or chaffcutter.

Threshing-mill and Clover-shellers' Rates of Pay.

5. (a) All hands, except the driver and cook, shall be paid 2s. 3½d. per hour and found, the time to commence from when the mill enters upon the farm upon which the crop is to be threshed, and to continue during all hours worked, including shifting time from set to set, until the finish of the last set on each farm. Fifteen minutes in the morning and fifteen minutes in the afternoon shall be allowed for lunch and paid for, but shall not include the sixty minutes to be allowed for dinner or any time that the mill may be stopped exceeding ten minutes for repairs or any other unavoidable cause, or time occupied in shifting from farm to farm. If the public road is used to expedite shifting from paddock or farm, the property of one owner, such time shall be paid for.

(b) The rate for drivers shall be not less than 3s. 4d. per hour.

(c) The rate for cooks shall be not less than £5 7s. 8d. per week and found.

(d) Band-cutters shall be bound by this award.

(e) The mill-owner shall pay to the band-cutter or other worker who steers the engine and assists the driver in cleaning and oiling the mill an additional sum of £1 8s. 9d. per week for such services.

(f) In the case of a tractor-driven mill, the mill-owner shall pay an additional sum of 15s. 9d. per week to the worker who assists the driver in a capacity similar to the feeder on a standard mill.

(g) Header-harvester hands shall be paid not less than 2s. 11d. per hour.

Chaffcutters' Rates of Pay.

6. (a) The minimum rates for cutting oat-sheaf chaff shall be:—

Driver	..	..	4s. 9d.	per 100 bales cut.
Feeder	..	..	4s. 5½d.	per 100 bales cut.
Ordinary hands	..	..	4s. 2½d.	per 100 bales cut.

(b) When cutting straw chaff, the rates shall be double those set out above.

Balers' Rates of Pay.

7. The minimum rates of wages shall be as follows:—

Drivers	..	..	5s. 6d.	per 100 bales of hay.
All other hands	..	..	4s. 9d.	per 100 bales of hay.

General Conditions.

8. (a) Upon the arrival of the mill on the farmer's property, the men's swags shall immediately be placed under cover by the farmer, in order to keep them dry.

(b) When baling out of the paddocks the farmer shall man the sweeps, and when baling out of the stacks the farmer shall find an extra man, if necessary.

Termination of Employment.

9. (a) Should any man desire to leave the mill during the currency of the season he shall give the driver in charge one day's notice of his intention to do so or forfeit one average day's pay.

(b) Should any employer desire to dismiss any worker he shall give him one day's notice or one average day's pay,

except where it shall be for incompetence or wilful disobedience of orders, when such dismissal may be summary and without compensation.

(c) Any worker leaving or being dismissed shall receive from the employer all wages due at the termination of his employment, such wages to be paid at the mill or time taken in collecting same to be paid for at the minimum rate.

Tallies of Time worked.

10. In all cases the number of hours worked shall be kept by the representative of the employer and workers.

Threshing-mill Workers' Food-supply.

11. (a) Rations shall be provided by the employer. Sufficient food of good quality shall be supplied to the workers, and shall include jam and not less than 1 lb. of butter per week for each worker.

(b) Meals shall be supplied and shall consist of the following number of meals when working: Breakfast, lunch, dinner, lunch, and tea, but when the mill is idle lunches need not be supplied.

Trivial Disputes.

12. In every case a representative of men shall be elected or chosen for each mill at each camp, and all trivial disputes that may arise not in contravention of this award shall be decided by the representative of the men and the representative of the employer, and their decision shall be final.

Union Organizer.

13. Any mill, chaffcutter, clover sheller, baler, or header harvester may be visited by an officer of the union at any time, and once in each season, when working, the machine shall stop for twenty minutes to allow the officer to transact union business. Such lost time shall not be counted as working-time.

Holidays.

14. Christmas Day, Good Friday, Easter Monday, and Anzac Day shall be observed as holidays.

Except in cases of emergency no threshing or heading shall be done on Sundays. If work is essential, workers shall be paid for such work at rate and a half.

Liability for Accident.

15. For the purposes of insurance, the machine owner shall be considered the employer, except in the case of the English standard threshing-machines and also American tin mills, where the farmer pays the wages, in which case the farmer shall be considered the employer.

Posting of Award.

16. A copy of this award shall be posted upon the mill or kept available with the outfit for the information of the men.

Payment of Wages.

17. It shall be competent for a worker to enter into an arrangement with his employer for the payment of 75 per cent. of his wages fortnightly.

Piecework.

18. No piecework shall be allowed, chaffcutters and balers excepted.

Chaffcutters' and Balers' Transport.

19. When the plant is working upon contract and the workers are not provided with food and accommodation by the farmer, the employer shall transport the men from his depot to and from their work each day.

Medical Outfit.

20. A fully equipped St. John kit or similar kit shall be kept by the driver in a convenient and accessible place to be used only in the event of accident.

Employer's Liability to employ Unionists.

21. (a) It shall not be lawful for any employer bound by this award to employ or to continue to employ in any position or employment subject to this award any adult person who is not for the time being a member of an industrial union of workers bound by this award or who is not for the time being a member of a trade-union which was registered as such before the 1st day of May, 1936, and which is bound by this award.

(b) For the purpose of subclause (a) of this clause a person of the age of eighteen years and upwards, and every other person who for the time being is in receipt of not less

than the minimum rate of wages prescribed by this award for workers of the age of twenty-one years and upwards, shall be deemed to be an adult.

Workers to be Members of Union.

22. (a) Every worker coming within the scope of this award shall become and remain a member of the New Zealand Workers' Industrial Union of Workers, and reasonable facilities shall be given any such worker on threshing-mills, chaffcutters, header harvester, clover-hullers, and portable seed-cleaning plants to become a member of the union. Any worker who fails to comply with the provisions of this subclause commits a breach of this award.

(b) On request by the union's official organizer or other accredited official of the union, each worker shall immediately pay his union contribution by cash or order on his employer.

Application of Award.

23. This award shall apply to the original parties named herein and to all employers connected with or engaged in any of the industries covered by the award, whether actually mentioned in the list of parties or not, and all employers not so named are bound by the provisions of the award, and their obligations are the same as if they had been named in the list of parties.

Scope of Award.

24. This award shall operate throughout the Marlborough Industrial District.

Term of Award.

25. This award shall come into force on the day of the date hereof, and shall continue in force until the 31st day of July, 1942.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the Court hath hereunto set his hand, this 9th day of December, 1941.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM.

This award embodies the terms of settlement arrived at by the assessors in Conciliation Council.

A. TYNDALL, Judge.

**AUCKLAND TRANSPORT BOARD TRAMWAY EMPLOYEES.—
INDUSTRIAL AGREEMENT.**

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, and its amendments, this the 8th day of December, 1941, between the New Zealand Tramways Authorities' Employees' Industrial Union of Workers (hereinafter called "the union"), of the one part, and the Auckland Transport Board (hereinafter called "the employer"), of the other part, whereby it is mutually agreed by and between the parties hereto as follows, that is to say:—

That, as between the parties hereto, the terms, conditions, and provisions (set out in the schedule hereto annexed) shall be binding upon the said parties, and the said terms, conditions, and provisions shall be deemed to form part of this agreement. And, further, the said parties shall respectively do, observe, and perform every matter and thing by this agreement, and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this agreement.

The rate of wages to be paid by the Auckland Transport Board to the members of the New Zealand Tramways Authorities' Employees' Industrial Union of Workers shall be those set forth in Schedule "A" hereunder written.

The following working conditions shall be observed as far as they are applicable to the respective classes mentioned in the schedule:—

PART 1.—TRAFFIC.

CONDITIONS.

Days Off.

1. Ordinary days off shall regularly rotate from Monday to Saturday for each employee, and no employee shall be allowed to work more than five days in any week between Sunday and Saturday inclusive.

*No. 1 Roster: Regular Straight Shifts and Relieving Day off
Straight Shifts to be worked by Senior Men.*

2. (a) The time worked on such straight shifts shall be in one part. Men working straight shifts shall work a.m. and p.m. weeks alternately. All a.m. shifts must sign on not later than 7.30 a.m., excepting on public and statutory holidays, when they may be signed on not later than 8.30 a.m.

P.m. shifts must be signed on not later than 4.30 p.m. A minimum of eight hours shall be paid for all time worked on straight shifts irrespective of time worked on call-back or call-forward duty. The present system of working straight shifts shall be adhered to.

(b) When a shift on No. 1 Roster shall become vacant, or an additional shift or shifts shall be added to the roster, the management shall within seventy-two hours, Sundays and holidays excluded, by notice posted in a conspicuous place in the depot concerned, call for application for such shift or shifts from employees entitled to apply, such application to remain open for a period of seventy-two hours (Sundays excluded). The vacancy or vacancies shall be filled by the senior men applying, provided that no such run shall be given to any man already on a regular straight shift who has not held and worked such shift for a period of three months directly prior to application. (This shall not apply to cases of sickness and extended leave, excepting junior straight shift men who have been allotted runs other than by application.)

No. 2 Roster: Annual Holiday Leave Relief.

3. To be worked by men next in seniority to No. 1 Roster men. Work to be rostered in such a manner as to allow senior men to have preference of straight shifts. All men to change from a.m. to p.m. shift, and *vice versa*, weekly on Mondays.

No. 3 Roster: Straight Shifts not included in No. 1 Roster, Broken Shifts, Ordinary Broken Shift Reliefs, Sunday Relieving Day off, and Special Duty Roster.

4. (a) To be worked in turn by all men next in seniority to No. 2 Roster men. Work to be rostered in such a manner as to allow men to change from a.m. to p.m., or *vice versa*, weekly on Mondays. The work to rotate so as to allow each man to have an equal opportunity of performing all duties weekly in rotation; broken shifts not to commence earlier than 6 a.m.; a.m. broken shifts to be signed on prior to p.m. broken shifts.

(b) The total ordinary shifts set out hereunder shall not be more than 65 per cent of the shifts included in No. 1 Roster. Relieving shifts shall not be included in this percentage. Not less than 50 per cent. to finish not later than 6.30 p.m., not less than 25 per cent. to finish not later

than 8.20 p.m., not more than 25 per cent. to be straight shifts and to be signed on not later than 3.30 p.m., excepting as provided hereunder:

- (1) *Saturdays and Public and Statutory Holidays.*—When not less than 10 per cent. of the total shifts shall be straight shifts and finish not later than 3.30 p.m.
- (2) *Statutory and Public Holidays and Intervening Days between 26th December and 1st January and on Easter Saturday.*—When broken shift crews may be signed on not later than 9.30 a.m., and prior to call-forward p.m. men, all the 6.30 p.m. finishes (excepting as provided in subclause (1) of this clause) and half the 8.20 p.m. finishes will finish not more than one hour later, but the other half of the 8.20 p.m. finishes may be kept out later if required. In the case of a.m. broken shifts, eight hours shall be completed not later than 6.20 p.m. In the case of p.m. broken shifts, eight hours shall be completed not later than 8 p.m.
- (3) *Christmas Eve, New Year's Eve, Thursday before Easter,* and on extraordinary special traffic days, such as fleet visits and general Parliamentary election days, crews on 6.30 p.m. finishes may be kept out two hours later, and all the 8.20 p.m. finishes may be kept out until 11 p.m. if required.
- (4) *Race Days, other than Public and Statutory Holidays.*—When crews on a.m. finishing broken shifts may be kept out one hour later if required, extra time after ordinary finishing time to be paid for at overtime rates.
- (5) *Ordinary Friday Extra Call-back Specials.*—To be attached to scheduled broken shifts and shall be paid a minimum of one and a half hours at overtime rates.
- (6) *Special Extra Work excepting as provided in Sub-clause 5.*—A list containing the names of all No. 3 and No. 4 Roster men and junior No. 2 Roster men shall be posted in mess-room, and the acceptance of this work shall be optional. Declined work shall rotate to the next employee in the order as listed.

No. 4 Roster: Standby Shifts to be worked in Rotation by Junior Men.

5. (a) Shifts to be signed on between 5.30 a.m. and 6.30 a.m. on a.m. shift, and between 2.30 p.m. and 3.30 p.m. and at 7 a.m. on p.m. shift.

(b) Five-thirty a.m. shift shall be senior until 6 a.m., thereafter runs to be allocated according to seniority. Men signed on prior to and including 6 a.m. shall be paid continuous time and shall have preference of straight runs going. Men signed on up to and including 6.30 a.m. shall not be detailed for work finishing after 6.30 p.m. Men signed on after 6.30 a.m. and up to 7 a.m. shall be detailed for work finishing not later than 8.20 p.m. Conditions governing spread of hours applying to broken-shift work (No. 3 Roster) shall apply to shifts signing on after 6 a.m. The 2.30 p.m. and 3 p.m. standby men shall not be detailed for runs finishing after 11.30 p.m. and 12 p.m. respectively if later standby men are available. Men signed on after 6 a.m. and up to 6.30 a.m., unless detailed for a rostered broken shift, shall have a straight shift on Saturdays and holidays.

(c) In the event of no conductor being available, the junior motorman in the service standing by shall perform such duty until a conductor or junior motorman is available, or complete same if he so desires.

(d) Interpretations as agreed between management and union to be posted in a place accessible to employees.

Middle Straight-shift Duties.

6. Such duties shall be attached to, but shall not exceed 8 per cent. of duties, on No. 1 Roster. Men performing such duties shall be entitled to a.m. straight shifts on Saturdays and public and statutory holidays.

Spread of Hours.

7. (a) *Continuous Duty.*—No rostered duty shall contain more than nine hours' continuous work on ordinary traffic days, nor more than nine and a half hours' continuous work on statutory holidays, public holidays, extraordinary special traffic days, the Friday prior to Christmas week, and race days, also football Saturdays, when not more than 10 per cent. of runs may be rostered for not more than nine hours and a half continuous work; nor shall an employee be required or allowed to work longer than the periods stated without having thirty minutes' relief in which to obtain a meal. This shall not apply in cases of breakdowns, when a relief will be provided as soon as possible, or to standby men, the nine hours in such cases to be computed as from the sign-on time of the first run taken out.

(b) *Broken Shifts.*—No employee shall be signed on and off more than twice in one shift. All time worked beyond a spread of twelve hours in the case of 6.30 p.m. finishes,

twelve hours and a half in the case of 8.20 p.m. finishes, or beyond eight hours actually worked or allowed, shall be paid for at overtime rates.

(c) Twopence per hour extra shall be paid for broken-shift work.

(d) *Time off between Shifts.*—No employee shall be required to begin a new shift (a day's work) unless he shall have had at least ten hours off duty, Tuesday to Friday inclusive, excepting all days following statutory holidays, public holidays, and extraordinary special traffic days; also Saturday to Monday inclusive, when they shall have at least eight hours off duty. This clause shall not apply to men on p.m. duty on Saturday who are rostered for a.m. duty on Sunday.

Special Extra Work.

8. The existing rotating list method as agreed upon of obtaining men for special extra work, with the option of declining shall be adhered to.

Minimum Time-allowance.

9. Motormen and conductors reporting for duty shall receive a minimum of one hour and a half. They shall not at any time be signed off for less than one hour.

Travelling-time.

10. All motormen and conductors shall begin and finish their work at the depot to which they are regularly attached, or travelling-time shall be allowed as per schedule, provided that where motormen do not actually return to the depot no travelling-time shall be allowed:—

Schedule of Travelling-time.	Minutes.
Epsom Depot to Symonds Street	20
Epsom Depot to Newmarket	15
Epsom Depot to Queen Street	30
Epsom Depot to Ranfurly Road	10
Epsom Depot to Great South Road Junction	14
Epsom Depot to Gaunt Street	40
Gaunt Street to Queen Street	10
Gaunt Street to Wellesley Street	15
Gaunt Street to Symonds Street	25
Gaunt Street to Mount Eden Terminus ..	40
Gaunt Street Depot to Jervois Road ..	20
Gaunt Street Depot to Patteson Street ..	10
Gaunt Street Depot to Three Lamps ..	15
Gaunt Street Depot to Pitt Street ..	20

Travelling-time between points not specified to be mutually agreed upon.

Sign on and off Allowance.

11. (a) Every motorman shall be allowed ten minutes for the inspection of the car before taking it out for the day, and five minutes for each subsequent occasion when taking a car from the depot.

(b) Motormen required to travel to any terminus and there prepare a car left for them without a crew shall be allowed five minutes.

(c) All motormen not receiving return travelling-time shall be allowed five minutes for signing off at the conclusion of the day's work.

(d) Conductors shall be allowed ten minutes for signing on and receiving their boxes, and five minutes on every subsequent occasion when signing on at a depot, and ten minutes for cashing up.

(e) All motormen and conductors on duty shall be paid for the time they are waiting while traffic is suspended.

(f) When an employee is detailed to furnish accident or derailment reports after ordinary hours of duty he shall be allowed the sum of sixpence (6d.).

Overtime.

12. (a) All time worked beyond eight hours per day shall be paid for at time-and-a-half rates.

(b) No motorman or conductor shall be given, nor shall he work more than two call-forward or call-back duties in any one week; but this provision shall not apply to holidays, extraordinary special traffic days, or race days. Call-forward and call-back rosters shall be worked in rotation by all men available. Ordinary rostered call-back duties to finish not later than 6.45 p.m. Rostered call-forward duties not to commence earlier than 9.30 a.m. Men to be signed on for call-back duties when commencing work for the day.

(c) Motormen and conductors called upon to work a specially engaged car after midnight, or to work on after midnight in addition to their ordinary finishing time, shall be paid double-time rates. This shall not apply to break-downs. Such men to be provided with reasonable transport to their homes from the depot.

Seventy-two Hours' Notice.

13. All rostered work shall be posted not less than 72 hours prior to the performance of such work.

Sunday Work.

14. (a) Motormen, conductors, and signalmen shall work on Sundays in rotation, excepting holiday relief men who shall perform the work of men on annual leave.

(b) *Spread*.—A minimum of seven hours' work shall be provided for all men rostered for Sunday duty, to be completed within nine hours of first signing on, excepting in the case of call-forward and call-back specials and/or commencing before or continuing after ordinary sign on or off time if required. In each case a minimum of $1\frac{1}{2}$ hours extra shall be paid. Such extra work to be allocated in such a manner that all employees shall have an equal opportunity of performing or declining the work.

(c) *Form of Rostering*.—All men shall be rostered in rotation for Sunday work, and shall have an equal opportunity of being rostered on a.m., middle and p.m. shifts. A.m. shifts to finish not later than 4.30 p.m., middle shifts to finish not later than 9.30 p.m.

(d) *Division of Roster*.—In order to divide the roster into two equal parts, to be termed "a.m." and "p.m.", a.m. shifts shall be supplemented to 50 per cent. of the total roster by a percentage of the middle shifts, which shall be the earliest middle shifts to finish. This shall comprise the a.m. portion. The remaining middle shifts and all p.m. shifts shall comprise the p.m. portion.

(e) *Allocation of Shifts*.—The a.m. side of the roster shall be worked by men who have worked p.m. shifts on the preceding Saturday.

(f) *Special Extra Work*.—Open to men not rostered for duty. A list containing the names of all men eligible to perform this work shall be posted in a conspicuous place, and the acceptance of it shall be optional. Declined work shall rotate to the next employee in the order as listed. Men reporting for duty shall be paid a minimum of two hours. Men commencing duty shall be paid a minimum of seven hours. Men detailed for ordinary rostered work to take day off of man rostered. The man rostered to work shift of man who has performed his Sunday work.

(g) *Deputies—Rostered Sunday Duties*.—Employees shall have the right of giving ordinary rostered Sunday work to another employee who shall act as a substitute: Provided that the substitute shall take the rostered day off in the week following attached to the duty, and the employee giving that Sunday duty away shall work the shift of the man having the day off; it being further provided that no employee shall be allowed to act as a substitute oftener than once in any six-monthly period.

Days off.

15. (a) Men shall in the week following Sunday work be given a day off in lieu thereof.

(b) Men rostered to be off on any specific day shall at no time be required to change to another day, except when the late shopping night is changed.

Conductors' Shortages and Overs.

16. Every conductor's shortages and overs shall be balanced weekly on Friday, and posted in the depot not later than the following Wednesday, and any deficiency shall be paid by the conductor on the next pay-day. On a dispute occurring, journals will be forwarded to depot for examination by the conductor. Revisions will be fully explained to conductor.

Uniforms.

17. All employees required to wear uniforms shall be supplied with them at the cost of the employer, the issue to be: A tunic and cap and six collars every fifteen months (excepting in cases of conductors, when a tunic shall be issued every thirteen months), trousers every ten months; an overcoat every three years, and a summer uniform when required. All measurements shall be taken and uniforms delivered at depots to which the men are attached.

This clause may be reviewed during the currency of the agreement.

GENERAL.

Probationary Conductors.

18. A conductor's service shall commence from the date he signs on as a probationary conductor; but, notwithstanding anything contained herein, conductors shall be required to serve a probationary period of three months, and their services may be dispensed with at any date within that period if found unsatisfactory by the management.

Appointment of Motormen.

19. A motorman shall be deemed to be appointed when he fills a vacancy on a regularly scheduled motorman's run, and from that date he shall be paid at a motorman's rate of pay, excepting in the case of a reduction of staff, when he shall go back to his former position. A conductor acting temporarily as motorman shall receive the second-year motorman's rate of pay.

Motormen reverting to Position of Conductors.

20. If a motorman for some good and substantial reason desires to revert to the position of conductor, he may do so on application.

Students.

21. Student motormen relieved from duty by instruction for the purpose of attending motormen's instruction class or Government examination shall be paid for such time.

Conveniences.

22. Every endeavour shall be made to have lavatory accommodation provided at all outside termini.

Standby Work.

23. Any motorman or conductor not on a regular run, when not required for traffic, shall fill in his time on traffic and roll checking for Board's purposes, if required.

Changed Duties.

24. A man on any day, when changed from his regular scheduled run to another, shall finish not later than thirty minutes after his rostered run would have finished, and he shall not be paid less than he would have received on his ordinary shift.

PART 1 (B).—TRACKLESS ELECTRIC OMNIBUSES.

Conditions.

25. All provisions set out in Parts 1 and 6 of this agreement, excepting as hereafter provided, shall apply to this Part.

Regular Shifts.

26. Regular shifts shall be worked on the Farmers' Trading Co.'s premises and Queen Street route, between Mondays and Fridays inclusive, excepting when a statutory or public holiday falls on any of these days, when regular drivers shall perform other duties provided for in Part 1 hereof, to finish not later than ordinary finishing time.

Spread of Shifts.

27. Regular shifts shall be straight shifts and shall be continuous.

Relieving Shifts.

28. Relieving shifts shall be worked when required by men qualified for the work, from the Traffic Department.

Appointment to Shifts.

29. Appointments to shifts shall be by seniority of applicants holding a motorman's certificate, and facilities shall be provided for applicants to enable them to become proficient in the operation of electric trolley omnibuses: Provided such applicants are not over fifty-four years of age.

PART 2: DEPOTS.

CONDITIONS.

Hours of Work.

30. (a) Day shift shall be of eight hours continuous between the hours of 7 a.m. and 4.15 p.m. with half an hour for dinner.

(b) Night shift shall be eight hours, including thirty minutes' meal relief.

(c) Afternoon shift shall be for eight hours continuous between 1.30 p.m. and 10.30 p.m.

Days off.

31. Days off shall regularly rotate from Monday to Saturday for each employee, and no employee shall work more than five days in any week between Sunday and Saturday inclusive.

Change of Shifts.

32. (a) When an employee has worked for a period of one month continuously on night shift he shall be entitled to day shift. Should a compulsory change be necessary the foreman shall as equitably as possible effect this by considering the amount of time each man has worked continuously on day shift. Men already in the service shall have preference over men entering the service for this work, if desired.

(b) Afternoon shift shall be rostered to day-shift workers as required by rotation weekly on Mondays.

(c) When an employee is required to change from one shift to another and finds a substitute, such shall constitute that employee's turn on such shift. The substitute may perform his own turn consecutively.

Sunday Work.

33. (a) All men to have an equal opportunity of such work according to shift.

(b) Men changing from night shift to day shift, and *vice versa*, shall perform the Sunday work of the man whose place he takes.

Days Off, Sunday Duty.

34. A day off in the week following shall be given in lieu of a Sunday worked, Monday to Saturday inclusive.

Overtime.

35. (a) All time worked beyond the hours set forth in clauses 30 (a), (b), and (c) shall be paid for at time and a half rates.

(b) Men called out from the depot to work on breakdowns shall be paid time and a half rates when actually doing such work, and if required to work beyond the time they would ordinarily have finished double-time rates shall be paid.

General Provisions.

36. (a) Suitable rainproof coats, greatcoats, sou'westers, and rubber boots shall be provided for men directing cars into depots.

(b) Suitable waterproof covering and gum boots shall be provided for cleaners whilst engaged washing cars.

(c) Men required to work in pits shall be provided with suitable clogs and gum boots when necessary.

(d) A list of all overtime worked by each employee shall be kept so that an equal share to each employee may be apportioned.

(e) Cleaners, when engaged on sand-driers' and fillers' duties, shall be paid 1d. per hour extra.

(f) Provision shall be made for a properly fitted room for hanging clothes to dry, a mess-room, suitable wash-hand basins, and hot shower baths with sufficient supply of soap, clean towels, and hot water.

(g) *Holiday Pay.*—Night-shift rates of pay as set out in Schedule "A," Rates of Pay, shall be paid to men on holiday leave after serving not less than two months on night shift immediately prior to holiday leave.

PART 3.—WORKSHOPS.

CONDITIONS.

Hours of Work.

37. Monday to Friday inclusive, between the hours of 7.30 a.m. and 4.15 p.m., with forty-five minutes for lunch.

Overtime.

38. All time worked beyond the hours set forth in clause 37 shall be paid for at time and a half rates.

General.

39. (a) Suitable equipment shall be provided for the protection of arc welders in the carrying-out of their work.

(b) Shifts for watchmen to be arranged.

PART 4.—PERMANENT-WAY.

CONDITIONS.

Hours of Work.

40. (a) Monday to Friday inclusive, between the hours of 7.30 a.m. and 4.15 p.m., with forty-five minutes for lunch.

(b) Night shift shall be for eight hours continuously, inclusive of thirty minutes meal-time.

(c) The starting and finishing place shall be at the tool-box, and reasonable time shall be allowed at finishing-time for men to wash and change clothing, and facilities as agreed shall be provided for this purpose.

Overtime.

41. (a) All time worked beyond the hours set forth in clause 40 (a), (b), and (c) shall be paid for at time and a half rates.

(b) Men called out for extra work shall be paid a minimum of one and a half hours at overtime rates. Applications shall be called from men willing to perform this work, such work shall be allocated in rotation to applicants and in the event of there being no applications, shall be detailed in rotation.

General.

42. (a) Men employed on track-draining, tarring or bitumen work, blasting rock, popper-drilling, and rail-grinding shall be paid 1s. per day extra whilst engaged on such work. Roller drivers to be paid truck-drivers' rates whilst engaged on such work.

(b) All men regularly working in the gang of the plate-laying foreman shall be paid 1d. per hour above the rate paid to permanent-way repairers.

(c) All men shall be supplied with a reliable rainproof coat when required.

(d) *Tar and Bitumen Work*.—Men working on boilers, spraying and carrying work shall be supplied with goggles, overalls, gauntlets, and clogs; other workers to be supplied with clogs.

(e) *Arc Welders*.—Suitable equipment, bib, overalls, &c., shall be provided for the protection of arc welders in the carrying out of their work.

(f) Construction and relaying gangs shall be provided with suitable lavatory and hut accommodation.

(g) Provision shall be made for the protection of men's health from dust while working on or in the vicinity of metal-mixing machines in depot, and hot shower baths shall also be provided.

(h) *Night Shift*.—Two shillings per shift shall be paid for night shift work.

(i) *Transfer of Shifts*.—Unless in emergency work, men required to transfer from day to night shift shall receive twenty-four hours' notice.

Trackmen, Pointsmen, and Clock Attendants.

43. (a) Trackmen's weekly wages shall be inclusive of Sunday work.

(b) *Days off*.—Days off shall regularly rotate from Monday to Saturday for each employee, and no employee shall work more than five days in any week between Sunday and Saturday inclusive.

(c) Trackmen shall finish their day's work not later than 6 p.m., except during exceptional weather conditions.

(d) A trackman shall be employed whose hours shall be between 3 p.m. and 11 p.m. on week-days, and a broken shift on Sunday to finish not later than 10 p.m.

(e) Pointsmen shall work weekly a.m. and p.m. straight eight-hour shifts alternately if desired, a.m. to be between 7.30 a.m. and 4.30 p.m., inclusive of meal-time.

(f) *Sundays*.—Trackmen shall have alternate Sundays off duty.

(g) *Days off: Sunday Duty*.—A day off in the week following a Sunday worked shall be given in lieu thereof.

(h) *General*.—Trackmen, pointsmen, and clock attendants shall be supplied with a reliable rainproof coat, overcoat, leggings, and sou'westers when required.

(i) Men required to relieve trackmen shall be classed as trackmen, and be entitled to all privileges under this heading. This shall not apply to Sunday relief men. In both cases, however, clause 43 (b) days off shall apply.

(j) If a clock attendant is called out on Sunday he shall be allowed equivalent time off during the week in lieu thereof.

Motor-truck Drivers.

44. The conditions set out for permanent-way repairers shall also apply to motor-truck drivers.

PART 5.—OVERHEAD.**CONDITIONS.***Hours of Work: Wagon Crews, Linesmen, and Drivers.*

45. (a) *Day Shift.*—The crew on No. 1 wagon to work from 7 a.m. to 4 p.m., with one hour for lunch. Saturday off. The crew on No. 2 wagon to work from 7 a.m. to 4 p.m. Monday to Friday, with one hour for lunch, and on Saturday from 6.45 a.m. to 2 p.m., inclusive of thirty minutes for lunch. Days off to rotate. The crew on No. 3 wagon to work from 9 a.m. to 6 p.m. Monday to Saturday, with one hour for lunch. Days off to rotate.

(b) *Night Shift.*—When shifts are worked, the night shift shall be for eight hours continuously, inclusive of thirty minutes' meal-time.

(c) *Emergency Shifts.*—These shall be worked as follows: 11 p.m. to 7 a.m., 7 a.m. to 3 p.m., 3 p.m. to 11 p.m. Emergency men shall work five shifts per week, and shall in turn work the Sunday shifts. Not less than two men shall be employed on Sunday between 7 a.m. and 3 p.m., and not less than three men shall be employed between 3 p.m. and 11 p.m. on Sundays and week-days. When three men are employed one shall be a wagon-driver.

(d) All wagon crews to work the above duties in rotation and to change from one shift to another weekly.

(e) *Pole Workers, Cable-layers, &c., (Regular Maintenance Staff).*—The hours shall be from 7.30 a.m. to 4.15 p.m. Monday to Friday inclusive, with forty-five minutes for dinner.

(f) *Casual Workers.*—These men are not employed on the regular maintenance staff. The hours of work shall be the same as in subclause (e).

Days off.

46. Days off shall regularly rotate from Monday to Saturday for each employee, and no employee shall work more than five days in any week between Sunday and Saturday inclusive.

Overtime.

47. All time worked beyond the hours set forth in clause 45 (a), (b), (c), and (e) shall be paid for at time and a half rates.

General Provisions.

48. (a) All men, exclusive of casual workers, shall be supplied with a reliable rainproof coat, greatcoat, sou'wester, and gum boots every two years, in the month of April.

(b) Any member of a wagon crew instructed to stand by during lunch-time shall be paid for such time.

(c) When overhead employees are standing by for races, sports, or public functions they shall not have time deducted for meals.

(d) Drivers required to wash wagons outside regular hours shall be allowed payment of two hours for such work at overtime rates.

(e) Men called out for special work shall receive a minimum of two hours at overtime rates.

(f) Men employed on tar, bitumen, or pitch boilers shall be paid 1s. per day extra.

(g) When men are required to work night shift other than in their regular rotation of work they shall be paid 2s. per shift extra. Ordinary rostered night shift excepted.

(h) All overtime worked on wagons (emergency work excepted) shall be equally apportioned and rostered.

(i) *Appointments.*—Wagon-drivers considered suitable for the work shall be given an opportunity of becoming linesmen, appointments to be governed by clause 56. Such wagon-drivers shall only be required to serve a six-months' probationary period as linesmen at the lower rate of wages.

PART 6.—GENERAL PROVISIONS.

Hours of Work.

49. Except in the case of suspension due to causes beyond the control of the employer, at least eight hours' work per day on five days only in each week shall be provided for all employees.

Sunday and Overtime Rates.

50. (a) Double-time rates shall be paid for Sunday work, and overtime rates shall be as set out in Parts 1, 2, 3, 4, and 5, weekly wage-men and night-shift depot workers excepted.

(b) *Day off.*—A day off in lieu of a Sunday worked shall be given in the week following, excepting as provided by Depot and Overhead Department rosters as approved.

Relief in Accidents.

51. An employee having to be relieved owing to an accident shall receive a full day's pay for the day on which the accident occurs. The management may demand a medical certificate.

Attendance at Head Office.

52. An employee summoned to attend at Head Office for any purpose other than to answer a charge, or as otherwise required in connection with the service, shall be paid his ordinary wages in respect of the time occupied.

Holiday Leave of Absence.

53. (a) All traffic employees mentioned in this agreement who are regularly required to work on statutory holidays shall receive two consecutive weeks' leave on full pay every eleven months, and shall be entitled to three good conduct days' leave on full pay as for three working-days, if earned. The manager shall be the sole judge in this matter.

(b) Other employees regularly required to work on public and statutory holidays shall receive two consecutive weeks and two working-days (twelve working-days) annual leave on full pay, to be taken in one or two parts as desired by the employee.

(c) *Holiday Roster.*—A holiday roster shall be posted in all departments at least two months before an employee is required to take his holidays.

(d) In the event of an employee leaving the service or being discharged he shall be paid for such proportion of his holidays as are due to him up to the time of his leaving the service.

Payment: Public and Statutory Holidays.

54. (a) For all work done on Christmas Day, Anzac Day, and Good Friday double-time rates shall be paid.

(b) The existing practice of providing work on these days to remain in force.

(c) Employees not required to work upon the following days: Anniversary Day, Good Friday, Easter Monday, Anzac Day, Sovereign's Birthday, Labour Day, and any other day proclaimed by the Government as a public holiday, shall be paid on such days at ordinary rates of pay. This shall not apply when any of the above holidays fall on a non-working day except as altered by statute. Should such employees be required to work on these days they shall, in addition, be paid as provided in clause 41 (b).

(d) Employees included in the above shall be entitled to two consecutive weeks' annual leave commencing on the 25th December in each year and shall be paid in respect of such period for ten ordinary working-days. Employees shall return to work on the fourteenth day after Christmas Day, or in the event of that falling on a non-working day, then on the first ordinary working-day after such fourteenth day. Any variation which might occur in the length of the aforesaid period of two weeks shall in no way affect or alter the payment for ten ordinary working-days.

(e) Employees who may be required by the Board through pressing circumstances to work during the aforesaid period of annual leave shall, in respect of the ordinary days so worked, be given equivalent days off at ordinary rates of pay and in respect of the days mentioned in subclause (a) hereof be paid the rates provided for such days.

Change of Duty.

55. When an employee is required to perform various duties he shall be paid the rate of wages for the higher grade of work when employed on such work.

Promotions.

56. (a) Promotion shall be governed by efficiency and, in the event of equal efficiency, by seniority, subject to the right of appeal as provided by the Tramways Amendment Act, 1910. "Efficiency" means special qualities and aptitude for the discharge of the duties of the office to be filled, together with merit and good and diligent conduct.

(b) When any appointments are to be made to positions affected by this or the officers' agreement, notices calling for applications shall be posted in the departments concerned.

(c) For the information of employees a seniority list shall be posted in each department.

(d) Car-examiners and car-adjusters shall be entitled to apply when applications are being called for the position of motor inspector.

Filling of Vacancies.

57. When vacancies occur in any department employees in another department shall be given consideration to the filling of any such vacancy or vacancies.

Reports or Complaints or Charges against Employees.

58. (a) Any report to be made against an employee by an officer shall be made known to the employee as soon as practicable after the alleged offence is said to have been committed. In the event of the officer being at the time of the alleged offence on the employee's car, or in a position where he can notify him, the employee shall be informed immediately.

(b) All reports or complaints made against an employee must be in writing and signed by the person making them, and must reach the management within a reasonable time of the alleged offence. Should an explanation be required or a charge made, the employee shall be notified within twenty-four hours (Saturday, Sundays, and holidays excepted) after the complaint has been received.

(c) When an employee is summoned to attend to answer a charge, a notification, together with a copy of the report or complaint, must reach him twenty-four hours before he has to appear to answer such charge, and—

(1) The union secretary shall be notified by the management within a reasonable time before the charge is heard, and he or another union representative shall be allowed to represent the employee at the inquiry:

(2) The original report or complaint may be seen at the Head Office and a copy made of it by the employee before the charge is heard:

(3) The officer or other person making the report or complaint shall, when necessary, be present to answer any question put to him in the employee's defence.

(d) An employee shall be permitted to call evidence in his defence when an inquiry is held by the employer.

(e) When an employee is summoned to appear at Head Office in connection with a charge he shall, if he is exonerated, be paid for all time lost.

(f) Every employee having an entry made on his record concerning a charge shall initial it, and, if desired, he shall be allowed to make a copy of the entry. The union secretary shall have the right to examine all files containing records of an employee charged with an offence.

(g) Every employee who has given notice that he wishes to appeal as provided in the Tramways Appeal Act, 1910, shall be entitled to obtain a copy of all the evidence taken before the departmental inquiry at least a week before the appeal is heard.

Terms of Employment.

59. A week's notice of termination of employment shall be given by the employer or employee, but this shall not prevent the employer from dismissing without notice an employee for good and substantial cause, subject in all cases to the employee's right of appeal. Any man who has left the service and rejoins shall take up the junior position in the department to which he becomes attached.

Conditions of Employment.

60. It is a condition of employment that any person whose work comes under the provisions of this agreement shall, on his accepting employment in the service, agree to become a member of the New Zealand Tramways Authorities' Employees' Industrial Union of Workers within fourteen days of his joining the service, and shall join the union within the time stated and continue his membership so long as he remains in the service; and all employees working under this agreement shall remain financial members of the said union, it being agreed that the entrance fee shall not exceed 2s. 6d., and the subscription shall not exceed 1s. per week to be paid as per union rules. Employees being four weeks in arrear shall be deemed unfinancial.

Disputes Committee.

61. It is provided that if any dispute or difference should arise between the parties bound by this agreement, whether as to its construction or meaning or as to any other matter whatsoever arising out of or connected therewith, every such dispute or difference shall be referred by either party for decision to a committee of eight, consisting of the assessors of the Board and the assessors of the union, for their decision. The decision of the majority of the committee shall be binding. If no decision is arrived at, an independent person shall be appointed as chairman, who shall have a casting vote but not a deliberate vote.

GENERAL CONDITIONS.

Explanatory: Wages, Working-week.

62. The wages are computed on a pay-week commencing on Saturdays and terminating on Fridays. The working-week commences on Sundays and terminates on Saturdays, excepting as provided in clause 50, subclause (b).

Term of Agreement.

63. This agreement shall come into force 1st October, 1941, and shall continue in force up to and including the 31st March, 1943, it being agreed that negotiations for a further agreement shall be opened and conferences convened between the parties to this agreement three months prior to expiry, so that a new agreement may be entered into at the date of expiry of the present agreement on the 31st March, 1943.

Variation of Agreement.

64. Any of the provisions of this agreement may be varied by the mutual consent of the employer and the union to suit altered conditions.

SCHEDULE "A."

Rates of Wages.

		Per Hour.		
		£	s.	d.
Part 1: Traffic—				
Conductors (first twelve months) ..	..	0	2	7-05
Conductors (after twelve months) ..	..	0	2	8-4
Motormen (first twelve months) ..	..	0	2	8-4
Motormen (after twelve months) ..	..	0	2	9-48
		Per Week.		
		£	s.	d.
Signalmen (Wellesley Street) ..	..	6	17	2
Clock attendant .. .. .	..	5	16	9
Motormen acting in dual capacity of driver and conductor 2d. per hour extra.				
		Per Hour.		
		£	s.	d.
Part 1 (B): Trackless Electric-omnibus Drivers		0	3	0-64
Part 2: Depots—				
Car-examiners (day) .. .. .	..	0	2	9-94
Car-examiners (night), flat rate ..	..	0	3	2-8
Pitmen (day) .. .. .	..	0	2	9-13
Pitmen (night), flat rate .. .. .	..	0	3	1-99
Cleaners (day) .. .. .	..	0	2	7-78
Cleaners (night), flat rate .. .. .	..	0	3	0-64
Part 3: Workshops—				
Car-adjusters .. .. .	..	0	2	11-56
Metal-moulders .. .. .	..	0	2	11-56
Machine-drillers .. .. .	..	0	2	11-56
Arc welders .. .. .	..	0	3	1-99

Part 3: Workshops—*continued*.

			Per Hour.		
			£	s.	d.
Overhaulers (first five years)	..	..	0	2	10-48
Overhaulers (after five years)	..	..	0	2	11-56
Blacksmiths' strikers	..	..	0	2	9-94

			Per Week.		
			£	s.	d.
Caretakers	..	..	5	17	10
Janitors (first two years)	..	..	5	11	4
Janitors (after two years)	..	..	5	16	9

Part 4: Permanent-way—

Class "A"—			Per Hour.		
			£	s.	d.
Arc welders	..	..	0	3	1-99
Permanent-way repairers	..	..	0	2	8-05
Blacksmiths' strikers	..	..	0	2	9-94
Truck-drivers	..	..	0	3	0-37

Class "B"—

Trackmen	..	..	..	..	5	12	0
					Per Hour.		
					£	s.	d.
Pointsmen (day)	..	..	..	..	0	2	7-59
Pointsmen (afternoon)	..	..	..	..	0	2	10-02
2s. per shift extra for night shift.							

2s. per shift extra for night shift.

Part 5: Overhead—

Linesmen (first twelve months)	..	..	0	2	9-48
Linesmen (after twelve months)	..	..	0	2	10-83
Wagon-drivers	..	..	0	2	10-48
Pole-erectors and cable-layers, &c.	..	..	0	2	9-13
Casual labourers	..	..	0	2	7-05

1d. per hour extra for ordinary rostered night shift.

Signed on behalf of the union—

[L.S.] F. HACKETT, Branch President.
J. LIDDELL, Branch Secretary.
G. N. AMOS, National President.
P. A. HANSEN, National Secretary.

Signed on behalf of the employer—

[L.S.] J. SAYEGH, Chairman.
H. ANDERSON, Member.
L. C. MCCLINTOCK, Member.
J. S. MONTGOMERIE, Member.
W. H. NAGLE, Member.
C. R. GRIBBLE, Secretary.

This the 8th day of December, 1941.

CANTERBURY GELATINE AND GLUE WORKERS.—AWARD.

In the Court of Arbitration of New Zealand, Canterbury Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments; and in the matter of an industrial dispute between the Canterbury Freezing-works and Related Trades Employees' Industrial Union of Workers (hereinafter called "the union") and the undermentioned company (hereinafter called "the employer") :—

Davis Gelatine (N.Z.), Ltd., Woolston, Christchurch
S.E. 1.

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the above-mentioned dispute, and having heard the union by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, doth hereby order and award :—

That, as between the union and the members thereof and the employers and each and every of them, the terms, conditions, and provisions set out in the schedule hereto and of this award shall be binding upon the union and upon every member thereof and upon the employers and upon each and every of them, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this award; and, further, that the union and every member thereof and the employers and each and every of them shall respectively do, observe, and perform every matter and thing by this award and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this award or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same. And the Court doth hereby further award, order, and declare that any breach of the said terms, conditions, and provisions set out in the schedule hereto shall constitute a breach of this award, and that a penalty as by law provided shall be payable by any party or

person in respect thereof. And the Court doth further order that this award shall take effect as hereinafter provided, and shall continue in force until the 30th day of June, 1943, and thereafter as provided by subsection (1) (d) of section 89 of the Industrial Conciliation and Arbitration Act, 1925.

In witness whereof the seal of the Court of Arbitration hath hereto been affixed, and the Judge of the Court hath hereunto set his hand, this 10th day of December, 1941.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE.

Industry to which Award shall apply.

1. The industry to which this award shall apply is gelatine and glue manufacturing as carried on by Davis Gelatine (N.Z.), Ltd.

Hours of Work.

2. (a) The ordinary hours of work for workers other than shift-workers shall not exceed forty-four per week from 1st January to 30th June inclusive, to be worked between the hours of 8 a.m. and 5 p.m. on five days of the week and 8 a.m. to 12 noon on Saturdays, and forty hours per week from 1st July to 31st December inclusive, to be worked between the hours of 8 a.m. and 4.15 p.m. on five days of the week and 8 a.m. to 12 noon on Saturdays.

(b) The weekly hours for shift-workers shall not exceed forty, which may be worked over six days of the week, provided that no shift exceeds eight hours, inclusive of crib-time.

(c) Notwithstanding the provisions of subclause (a) hereof, the management may, by agreement with the union, vary the daily hours of commencing and ceasing work.

(d) The hours of work for females and boys under sixteen years of age shall be forty per week, which may be worked over five and a half days.

Wages.

3. The following shall be the minimum rates of wages:—

- (a) Filtermen on continuous shifts, 2s. 9½d. per hour:
- (b) Other shift-workers, 2s. 8d. per hour:

- (c) Grease filtermen (when filtering), 2s. 5d. per hour:
- (d) All other workers, 2s. 4d. per hour:
- (e) Workers while engaged in crushing and bagging Kesilghur shall be paid 3d. per hour extra:
- (f) Feeder and sewer while engaged in crushing bone-dust shall be paid 6d. per ton extra:
- (g) Workers while loading pans from sulphur-vats shall be paid collectively 1s. 9d. per vat extra from January to June and 5s. 3d. per vat extra from July to December, to be divided equally amongst each member of the gang:
- (h) Workers while engaged in chipping boilers, digestors, or cleansing boiler-flues shall be paid 1s. per hour extra:
- (i) Provided pans are unloaded whilst hot, workers unloading trotter-pans and glue-pans who are actually working in the pans shall be paid 6d. per pan each extra:
- (j) Workers engaged shovelling and trimming sulphur in bulk shall be paid 6d. per hour extra.

Employment of Youths.

4. (a) Boys and youths may be employed at the discretion of the employer at not less than the following weekly rates of wages:—

Age at commencing Employment.	First Six Months.	Second Six Months.	Third Six Months.	Fourth Six Months.	Fifth Six Months.	Sixth Six Months.	Seventh Six Months.	Eighth Six Months.	Fifth Year.
Under 16 ..	20/-	25/-	30/-	35/-	40/-	45/-	50/-	55/-	60/-
16 to 17 ..	25/-	30/-	35/-	40/-	45/-	50/-	55/-	60/-	..
17 to 18 ..	30/-	35/-	40/-	45/-	50/-	55/-	60/-	..	..

Thereafter, or on attaining the age of twenty-one years, the rates prescribed in clause 3 hereof.

- (b) Boys shall not be employed in the yard.

Employment of Females.

5. (a) No female worker shall be required to lift any weight in excess of 28 lb.

(b) Suitably heated dressing-rooms shall be provided for female workers.

(c) The minimum rates of wages for female workers shall be as follows:—

			Per Week.		
			£	s.	d.
For the first six months	..	..	1	0	0
For the second six months	..	..	1	5	0
For the third six months	..	..	1	10	0
For the fourth six months	..	..	1	15	0
For the fifth six months	..	..	2	0	0
For the sixth six months	..	..	2	5	0
Thereafter	..	..	2	12	6

Provided that a worker of the age of twenty-one years or upwards shall be paid not less than the basic wage for the time being prevailing.

Increase in Rates of Remuneration.

6. All rates of remuneration, including time and piece wages and overtime and other special payments provided for in this award, shall be subject to the provisions of the general order dated 9th August, 1940, under the Rates of Wages Emergency Regulations 1940, increasing rates of remuneration by an amount equal to 5 per cent. thereof.

Overtime.

7. Except where otherwise provided, all time worked in excess of the hours mentioned in clause 2 hereof in any one day shall be considered overtime and shall be paid for at the rate of time and a half for the first four hours and double time thereafter. This shall apply to men on shift only after eight hours have been worked.

Holidays.

8. (a) The following shall be the recognized holidays: New Year's Day, Good Friday, Easter Monday, Anzac Day, King's Birthday, Labour Day, Christmas Day, and Boxing Day.

(b) When any of the above holidays, other than Anzac Day, falls on a Sunday, such holiday shall be observed on the following Monday. When Christmas Day falls on a Sunday, Boxing Day shall be observed on the Tuesday following.

(c) Payment for the above-mentioned holidays shall be made to all hourly workers in accordance with the provisions of the Factories Act, 1921-22, as amended: Provided that no workers shall receive payment for any holiday or part of a holiday which falls outside of the ordinary working-week.

(d) All work performed on the above-mentioned holidays shall be paid for at double rates in addition to any payment to which a worker is entitled under subclause (c) hereof, and all work performed on Easter Saturday shall be paid for at time and a half rates.

(e) All work performed on Sundays shall be paid for at double rates.

(f) A holiday of one week on full pay shall be granted to each worker at the termination of each twelve months' service from 1st June, 1940, or from the date of the commencement of the employment, whichever is the earlier, such annual holiday to be exclusive of holidays provided for in subclause (a). Holidays shall be taken between the months of June and December at a time to be arranged between the employer and the worker concerned. In the event of a worker's employment being terminated, except by reason of default or misconduct on the part of the worker, after three months' continuous service, such worker shall be paid a *pro rata* amount for holiday leave.

Payment of Wages.

9. Wages shall be paid weekly. Two days' lie time shall be allowed. Any error or omission in the pay-sheet shall be adjusted, where possible, within forty-eight hours.

General Provisions.

10. (a) Ten minutes' "smoke-oh" shall be allowed during the morning of each day.

(b) Dining-room and dressing accommodation and facilities for drying clothes shall be provided by the employer, who shall be held responsible for the place being kept clean.

(c) Each worker shall be supplied, where necessary, with aprons, leggings, clogs, or gum boots.

(d) Suitable bathing-accommodation shall be available for workers, and both hot and cold water shall be laid on and shall be readily accessible to workers.

(e) Drinking-water of good quality shall be provided for workers.

(f) A hot-water urn shall be provided convenient to the dressing-rooms.

(g) Lavatory accommodation shall be provided and kept clean.

(h) A suitable covered bicycle-stand shall be provided.

(i) Respirators shall be allowed to workers employed on crushing Kesilghur and bone-dust.

(j) Where possible, sulphur-vats shall be drained off at least four hours before men are required to work in them. In the case of any dispute as to whether it is possible to comply with this subclause, the workers concerned shall have the right to appeal to the manager.

(k) A first-aid outfit, suitably equipped, shall be available at the works.

(l) Workers shall be allowed ten minutes to cool off after completing work in hot trotter and glue pans.

Disputes.

11. Anything not provided for in this award, or any dispute that may arise over anything that is provided for in this award, shall be mutually arranged between two representatives of the union and the works-manager. In the event of their being unable to agree, the matter shall be referred to the Conciliation Commissioner for settlement. Either side, if dissatisfied with the decision of the Conciliation Commissioner, shall have the right to appeal to the Court.

Extension of Hours under Factories Act.

12. Pursuant to the provisions of section 3 of the Factories Amendment Act, 1936, the limits of hours fixed by subsection (1) of that section are hereby extended upon the terms of this award in respect of every occupier of a factory bound or to be bound by such award.

Workers to be Members of Union.

13. (a) It shall not be lawful for any employer bound by this award to employ or to continue to employ in any position or employment subject to this award any adult person who is not for the time being a member of an industrial union of workers bound by this award or who is not for the time being a member of a trade-union which was registered as such before the 1st day of May, 1936, and which is bound by this award: Provided, however, that any non-unionist may

be continued in any position or employment by an employer bound by this award during any time while there is no member of a union bound by this award who is available to perform the particular work required to be done and is ready and willing to undertake it.

(b) For the purposes of subclause (a) of this clause a person of the age of eighteen years or upwards, and every other person who for the time being is in receipt of not less than the minimum rate of wages prescribed by this award for workers of the age of twenty-one years and upwards, shall be deemed to be an adult.

(NOTE.—Attention is drawn to subsection (4) of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, which gives to workers the right to join the union.)

Under-rate Workers.

14. (a) Any worker who considers himself incapable of earning the minimum wage fixed by this award may be paid such lower wage as may from time to time be fixed, on the application of the worker after due notice to the union, by the local Inspector of Awards or such other person as the Court may from time to time appoint for that purpose; and such Inspector or other person in so fixing such wage shall have regard to the worker's capability, his past earnings, and such other circumstances as such Inspector or other person shall think fit to consider after hearing such evidence and argument as the union and such worker shall offer.

(b) Such permit shall be for such period, not exceeding six months, as such Inspector or other person shall determine, and after the expiration of such period shall continue in force until fourteen days' notice shall have been given to such worker by the secretary of the union requiring him to have his wage again fixed in manner prescribed by this clause: Provided that in the case of any person whose wage is so fixed by reason of old age or permanent disability it may be fixed for such longer period as such Inspector or other person shall think fit.

(c) Notwithstanding the foregoing, it shall be competent for a worker to agree in writing with the president or secretary of the union upon such wage without having the same so fixed.

(d) It shall be the duty of the union to give notice to the Inspector of Awards of every agreement made with a worker pursuant hereto.

(e) It shall be the duty of an employer, before employing a worker at such lower wage, to examine the permit or agreement by which such wage is fixed.

Scope of Award.

15. This award shall operate throughout the Canterbury Industrial District.

Term of Award.

16. This award, in so far as it relates to wages, shall be deemed to have come into force on the 3rd day of December, 1941, and so far as all the other conditions of this award are concerned it shall come into force on the day of the date hereof; and this award shall continue in force until the 30th day of June, 1943.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the Court hath hereunto set his hand, this 10th day of December, 1941.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM.

This award embodies the terms of settlement arrived at by the assessors in Conciliation Council.

A. TYNDALL, Judge.

NORTHERN, WELLINGTON, CANTERBURY, AND OTAGO AND SOUTHLAND BOOT OPERATIVES.—AWARD.

[Filed in the Office of the Clerk of Awards, Auckland.]

In the Court of Arbitration of New Zealand, Northern, Wellington, Canterbury, and Otago and Southland Industrial Districts.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments; and in the matter of an industrial dispute between the New Zealand Federated Footwear Trade Industrial Association of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

NORTHERN INDUSTRIAL DISTRICT.

Bosnick, Matthew, and Co., Karangahape Road, Auckland C. 2.
Bridgens, E., and Co., Ltd., 238 New North Road, Auckland C. 3.
Coles, G. A., and Co., Ltd., Eden Terrace, Auckland C. 3.

Crocker, J., Boot-manufacturer, Prospect Terrace, Ponsonby, W. 1.
 Daisley, A., Boot-manufacturer, 331 Mount Albert Road, Auckland S. 3.
 Dearsly's Ltd., 7 Nugent Street, Auckland C. 3.
 Edwards, J., and Son, Wood-heel and Last Manufacturers, 31 Union Street, Auckland C. 1.
 Farmers' Trading Co., Newton Place, Karangahape Road, Auckland C. 2.
 Frith and Co., 291 New North Road, Auckland S.W. 1.
 Hardy, G., 32 Cook Street, Auckland C. 1.
 Lee and Arlington, Heel-manufacturers, Luke Street, Otahuhu, S.E. 7.
 Link Laces, Ltd., 41 Albert Street, Auckland C. 1.
 Mason, C., Boot-manufacturer, 347 New North Road, Auckland S.W. 1.
 Modern Shoe Co., Hobson Street, Auckland C. 1.
 Monks, W., and Son, 10 Ruskin Street, Parnell, Auckland C. 4.
 Murray Shoe Co., Crummer Road, Grey Lynn, Auckland, W. 2.
 Myrl Shoes, Reliance Buildings, Albert Street, Auckland C. 1.
 Northampton Boot Co., 6 Korari Street, Eden Terrace, Auckland C. 3.
 Parisian Basket Shoes, Lorne Street, Auckland C. 1.
 Staples and Hardy, Boot-machinists, Yelverton Terrace, Auckland C. 1.
 Swinton and Oates, 16 South Street, Auckland C. 1.
 Trenwith Bros., Wakefield Street, Auckland C. 1.
 Ward Bros., 7 Airedale Street, Auckland C. 1.

WELLINGTON INDUSTRIAL DISTRICT.

New Zealand Footwear Manufacturers' Association (Incorporated), Kelvin Chambers, Wellington C. 1.
 Adams, W., Boot-manufacturer, Adelaide Road, Wellington.
 Brunaden, W., Boot-manufacturer, Egmont Street, Wellington.
 Central Boot Co., The, Boot-manufacturers, Majoribanks Street, Wellington.
 Cooke Bros., Vivian Street, Wellington.
 Davenport, T., Heel-manufacturer, Adelaide Road, Newtown, Wellington.
 De Luxe Shoe Co., Cuba Street, Wellington.
 Guise and Co., Boot-manufacturers, Tasman Street, Wellington.
 Hannah, R., and Co., Boot-manufacturers, Leeds Street, Wellington.
 Hurry Up Shoe Co., 40 Courtenay Place, and 43 Willis Street, Wellington.
 Ideal Shoe Co., The, Boot-manufacturers, Riddiford Street, Wellington.
 Isaacs, F., 147 Cuba Street, Wellington.
 Livingstone, W. S., and Co., Ltd., Hansen Street, Wellington.
 Marlovian Shoe Co., Wanganui.
 New Zealand Slippers, Ltd., Wakefield Street, Wellington.
 Raymond, G. N. (N.Z.), Ltd., Wood-heel and Last Manufacturers, Petone, Wellington.
 Ross, A., Jackson Street, Petone, Wellington.
 Slipper Co., 2 Drummond Street, Wellington.
 Staples Bros., Boot-manufacturers, Cleveland Street, Brooklyn, Wellington.

CANTERBURY INDUSTRIAL DISTRICT.

Anderson, S., and Son, Boot-manufacturers, Antigua Street, Christchurch.
 Archbold, S., Boot-manufacturers, Tuam Street, Christchurch.

Canterbury Shoe Co., Bank Street, Timaru.
 Duckworth, Turner, and Co., Boot-manufacturers, Carlyle Street,
 Christchurch.
 Enterprise Boot-manufacturing Co., P.O. Box 965, Christchurch.
 Marathon Rubber Footwear Manufacturing Co. (N.Z.), Ltd.,
 176 Cashel Street, Christchurch.
 O'Brien, M., and Co., Ltd., Christchurch.
 Pannell and Co., Boot-manufacturers, 105 Manchester Street,
 Christchurch.
 Rhodes, Thomas, Breezes Road, Aranui, Christchurch.
 Suckling Bros., Ltd., Dundas Street, Christchurch.

OTAGO INDUSTRIAL DISTRICT.

Dunedin and Otago Boot Co., Castle Street, Dunedin.
 Frame, J. B., and Co., Hanover Street, Dunedin.
 McKinlay and Sons, Ltd., Filleul Street, Dunedin.
 Ross and Glendining, High Street, Dunedin.
 Sargood, Son, and Ewen, Lower High Street, Dunedin.
 Simonsen, F. C., Clog-manufacturer, Filleul Street, Dunedin.
 Thompson, John, Ltd., 26 Station Street, Dunedin.
 Kingaland's Ltd., Boot-manufacturers, Invercargill.

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the above-mentioned dispute, and having heard the union by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, doth hereby order and award:—

That, as between the union and the members thereof and the employers and each and every of them, the terms, conditions, and provisions set out in the schedule hereto and of this award shall be binding upon the union and upon every member thereof and upon the employers and upon each and every of them, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this award; and, further, that the union and every member thereof and the employers and each and every of them shall respectively do, observe, and perform every matter and thing by this award and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this award or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same. And the Court doth hereby further award, order, and declare that any breach of the said terms, conditions, and provisions set out in the schedule hereto shall constitute a breach of this award,

and that a penalty as by law provided shall be payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect on the 11th day of December, 1941, and shall continue in force until the 11th day of December, 1942, and thereafter as provided by subsection (1) (d) of section 89 of the Industrial Conciliation and Arbitration Act, 1925.

In witness whereof the seal of the Court of Arbitration hath hereto been affixed, and the Judge of the Court hath hereunto set his hand, this 10th day of December, 1941.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE.

Industry to which Award applies.

1. This award shall apply to the footwear-manufacturing industry.

Departments.

2. (a) The provisions of this award shall apply to clicking, machining, rough-stuff cutting, making, finishing, wax-thread machining, cleaning, and despatching, the manufacture of slippers, rubber footwear, wood lasts and heels.

(b) Work in factories shall be subdivided into the following departments:—

- (i) Clicking and hot-wax-thread machining.
- (ii) Machining.
- (iii) Rough-stuff cutting, preparing stuff for makers, including operations prior to making.
- (iv) Making: Commencing with tacking on insoles, including operations prior to finishing.
- (v) Finishing: "Finishing" commences with the operation of heel and edge trimming, and ends with rubbing off heels, bottoms, or edges.
- (vi) Cleaning and despatching includes all operations prior to the footwear leaving the factory.

Hours of Work.

3. Forty hours shall constitute a week's work, and shall be worked on the first five working-days of the week, Monday to Friday (both days inclusive), between the hours of 7.30 a.m. and 5 p.m. in the case of males, and between the hours of 8 a.m. and 5 p.m. in the case of females.

Overtime.

4. All time worked in excess of forty hours in any one week or in excess of eight hours in any one day shall count as overtime, and shall be paid for at the rate of time and a half for the first four hours and double time thereafter.

Holidays.

5. (a) The following holidays shall be allowed without deduction from wages: A whole holiday on every Christmas Day, Boxing Day, New Year's Day, Good Friday, Easter Monday, Anzac Day, Labour Day, and the birthday of the reigning Sovereign.

(b) Time worked on any of the above-named holidays or on Sundays shall be paid for at twice the ordinary rate.

Annual Holiday.

6. (a) A worker who completes twelve months' service on the 31st December in any year shall be allowed one week's—i.e., five working days'—holiday on full pay, and a worker who completes three months' but less than twelve months' service on the 31st December in any year shall be allowed a proportionate holiday in accordance with his length of service.

(b) The holiday referred to in subclause (a) of this clause shall, as far as practicable, be allowed in conjunction with the Christmas and New Year holidays: Provided that a worker who is not allowed a holiday in conjunction with the Christmas and New Year holidays shall be allowed such holiday before the end of March.

(c) A worker who has completed three months' service leaving or being dismissed from the service of an employer shall be granted pay in lieu of the holidays mentioned in the preceding subclause in proportion to his length of service, but this subclause shall not apply in the case of any worker dismissed for serious misconduct.

(d) In the Canterbury Industrial District the annual holiday specified in subclause (a) of this clause may be four working-days, provided that Canterbury Show Day is allowed as a holiday without deduction from pay. If an employer using this alternative requires a worker to work on Show Day he shall pay such worker double time rates for time worked, such payment being in addition to his ordinary rate of pay.

Intermittent Time.

7. (a) Where operatives attend at the factory, work shall be found for them for at least one half-day, except where short time is being worked, and in that case the operatives shall be informed overnight if their services will not be required on the next working-day, and shall be informed before the midday interval if they will not be required to attend in the afternoon. If no such intimation is given and the operatives attend at the factory, work shall be found for them for a period of not less than four hours in the morning and three hours in the afternoon, or they shall be paid for the four hours or three hours respectively, at not less than the minimum wage rate. This clause shall not apply in the case of machinery breaking down in any factory after the operatives have entered.

(b) An employer who is unable to keep his workers fully employed shall place no obstacle in the way of his workers working for another employer in ordinary working-hours to make up their time to forty per week so long as the work of the first employer is not in any way impeded thereby.

Terms of Employment and Payment of Wages.

8. (a) Twenty-four hours' notice of the termination of the services of the worker shall be given by the employer to the worker or by the worker to the employer.

(b) No deduction shall be made from the wages of any worker for whom a weekly wage is provided herein except for time lost through the illness or default of the worker or through accident not arising out of or in the course of the employment.

(c) Wages shall be paid on or before Thursday in each week and within working-hours.

MALE SECTION.

Wages.

9. (a) Except where otherwise herein provided, the minimum rate of pay to all workers coming within the scope of this award shall not be less than 2s. 6½d. per hour.

(b) The wage in every case is an hourly one and, except as otherwise provided, the workers shall be paid only for the time actually worked.

Employment of Boys and Youths.

10. (a) Youths under the age of twenty-one may be employed at work such as errands, sweeping or cleaning the factory, buffing inner soles, feathering insoles, tacking on insoles, putting in stiffeners and toe-puffs, opening and closing channels, putting in and slipping lasts, cementing, bottom-filling, shanking, last-carrying, sorting, assembling lifts, heel-nail feeding, inking edges, and colouring (one colour only), and rubbing off heels, bottoms, and edges, sole wetting or mellowing, and any operations in the shoe-room or cleaning department; hand-punching by steel die and mallet on outsides, and such other work as may be approved by the Dominion Advisory Committee.

(b) The proportion of youths shall not exceed one to four male journeymen employed in the factory, but in the manufacture of slippers youths may be employed in the proportion of two to three journeymen or fraction thereof.

(c) The minimum wages for such youths shall be:—

Age commencing in trade.	First Year.		Second Year.		Third Year.		Fourth Year.		Fifth Year.	
	First Six Months.	Second Six Months.	Third Six Months.	Fourth Six Months.	Fifth Six Months.	Sixth Six Months.	Seventh Six Months.	Eighth Six Months.	Ninth Six Months.	Tenth Six Months.
Under 16	17/6	21/6	25/6	30/-	35/-	40/-	45/-	55/-	65/-	75/-*
16 to 17	20/-	24/-	28/-	32/-	36/-	40/-	45/-	55/-	65/-	75/-*
17 to 18	25/-	29/-	33/-	37/-	41/-	55/-	65/-	75/-*	..	..
18 to 19	30/-	34/-	40/-	55/-	65/-	75/-*	..	..	..	..
19 to 20	40/-	50/-	60/-	75/-*	..	..	..	..	..	..
20 to 21	50/-	75/-*	..	..	..	..	..	..	..	..

* Thereafter the minimum wage prescribed in clause 9.

Provided that a worker on reaching the age of twenty-one years shall be paid the minimum wage prescribed in clause 9 if he has had six months' experience.

Adult Probationers.

11. Workers over twenty-one years of age entering the trade with not more than six months' experience may be paid £1 less than the minimum rate prescribed under this award until the completion of six months' experience, when they shall be paid the minimum rates. This clause shall operate only for the duration of the war.

FEMALE SECTIONS.

Wages.

12. (a) Except where otherwise provided in clause 13 (e) of this award, the minimum wage for females working at the boot and shoe industry shall be £2 17s. 6d. per week, computed on a basis of 1s. 5½d. per hour.

(b) For hot-wax-thread machinists the minimum wage shall be £3 5s. per week, and if not working continuously for the period they shall be paid per hour at the same rate—i.e., 1s. 7½d. per hour.

Assistants.

13. (a) The word "assistants" shall mean and include any females for whom a minimum rate is prescribed in subclause (e) of this clause.

(b) Should an employer wish for any reason to dispense with the services of an assistant, he shall give her a certificate for the time actually served by her as an assistant at any branch of the trade. Such certificate shall entitle the assistant to payment by any future employer of the wages herein provided for assistants according to time actually served by her at the branch of the trade in which she shall thereafter be employed.

(c) Every employer who engages an assistant shall be deemed to have undertaken the duty, during the time she is so employed, of teaching such assistant the branch of the trade at which she is employed as carried on by the employer, which duty shall be enforceable under this award.

(d) Except where otherwise provided herein, all the provisions of the Factories Act, 1921-22, relating to the employment of females shall apply to assistants.

(e) The minimum rates of wages for female assistants shall be:—

Age commencing in Trade.	First Year.		Second Year.		Third Year.		Fourth Year.		Fifth Year.	
	First Six Months.	Second Six Months.	Third Six Months.	Fourth Six Months.	Fifth Six Months.	Sixth Six Months.	Seventh Six Months.	Eighth Six Months.	Ninth Six Months.	Tenth Six Months.
Under 16 ..	17/6	21/6	25/6	29/6	33/6	37/6	40/-	42/6	45/-	47/6*
16 to 17 ..	20/-	24/-	28/-	32/-	36/-	40/-	42/6	45/-	47/6	50/-*
17 to 18 ..	25/-	29/-	33/-	37/-	40/-	42/6	45/-	47/6*	..	..
18 to 19 ..	30/-	34/-	38/-	42/6	45/-	47/6*	..	..	..	..
19 to 20 ..	35/-	39/-	42/6	47/6*	..	..	..	..	..	..
20 to 21 ..	40/-	47/6*	..	..	..	..	..	..	..	..
21 and over ..	45/-*	..	..	..	..	..	..	..	..	..

* Thereafter the rates prescribed in clause 12.

(f) Where an assistant is employed on hot-wax-thread machines, she shall receive an addition of 10 per cent. to the above rates.

GENERAL PROVISIONS APPLICABLE TO BOTH MALE AND FEMALE WORKERS IN BOTH SECTIONS.

Increase in Rates of Remuneration.

14. All rates of remuneration, including time and piece wages and overtime and other special payments provided for in this award, shall be subject to the provisions of the general order dated 9th August, 1940, under the Rates of Wages Emergency Regulations 1940, increasing rates of remuneration by an amount equal to 5 per cent. thereof.

Materials.

15. The employers shall supply all materials and shall also supply all tools of trade for females and edged tools for males.

Piecework.

16. (a) Any employer bound by this award shall be at liberty to agree with the Advisory Committee set up under clause 22 hereof on a system of piecework: Provided that any such agreement shall be in writing clearly setting out the system of payment, and provided, also, that no worker shall receive less than the minimum rate of wages provided herein.

(b) A copy of every such agreement and every amendment or variation thereof shall be given by the employer to the worker immediately after its execution.

Bonus System.

17. (a) Any employer shall be at liberty to agree with at least three workers actually employed in any department or at any work on a system of bonus payment: Provided that any such agreement shall be in writing clearly setting out the system of payment, and provided, also, that no worker shall receive less than the minimum rate of wages provided herein.

(b) A copy of every such agreement and every amendment or variation thereof shall be given by the employer to the worker and to the local secretary of the union immediately after its execution.

Foremen, Forewomen, and Employers' Sons.

18. (a) For the purpose of this clause the managing director shall be deemed to be the employer.

(b) Foremen, forewomen, employers' sons, and pattern-cutters engaged in pattern-cutting only shall not be eligible for membership of the union and shall be outside the scope of this award.

(c) The employer shall be entitled to a foreman or forewoman in each department where such foreman or forewoman is engaged 51 per cent. of his or her time in supervising only.

(d) It shall be the duty of the employer to notify the union of the names and occupations of the foremen and forewomen.

Machinery and Subdivision of Labour.

19. Subject to the provisions of this award, the employer may adopt any subdivision he may choose in connection with either hand or machine labour, but such subdivision shall be so arranged that the labour of each worker shall be a separate and independent operation.

Where Work shall be performed.

20. All work shall be performed in the factory workshop, except as herein provided.

Control of Workshop.

21. Every employer shall be entitled to make such regulations as he deems necessary for timekeeping and good order.

Advisory Committee.

22. (a) A committee consisting of three representatives of employers and three representatives of the union, and known as the "Advisory Committee," shall be set up in each industrial district to deal with all applications for permits to work at home.

(b) No resolution of the committee permitting out-work shall be carried unless a majority of the representatives of each side is in agreement.

(c) A Dominion Advisory Committee consisting of four representatives of the union and four representatives of the employers shall be set up to deal with all matters affecting the industry.

Disputes Committee.

23. The essence of this award being that the work of the employers shall not on any account whatsoever be impeded but shall always proceed as if no dispute had arisen, it is provided that if any dispute or difference shall arise between the parties bound by this award, or any of them, as to any matter whatsoever arising out of or connected therewith and not specifically dealt with in this award, every such dispute or difference shall be referred to the Dominion Advisory Committee named herein, together with an independent chairman to be mutually agreed upon or, in default of agreement, to be appointed by the Conciliation Commissioner for the district. If a meeting of the Committee is not arranged within fourteen days of the dispute having arisen, the Conciliation Commissioner for the district shall convene a meeting of the committee within thirty days if requested to do so by a party to the dispute. Either side shall have the right to appeal to the Court against a decision of such committee upon giving to the other side written notice of such appeal within fourteen days after such decision has been made known to the party desirous of appealing.

Copy of Award to be posted up.

24. Every employer shall, during the continuance of this award, keep a copy thereof posted up in every workroom of every department in a position suitable for reading at all reasonable times by his workers.

Enforcement of Award in Different Districts.

25. Notwithstanding any point arising out of the previous clauses of this award, it shall be the right of any union in the federation to take proceedings for the enforcement of the award in its own industrial district and without reference to the executive of the federation.

Right of Entry upon Premises.

26. The secretary or other authorized officer of the union shall, with the consent of the employer (which consent shall not be unreasonably withheld), be entitled to enter at all reasonable times upon the premises or works and there interview any workers, but not so as to interfere unreasonably with the employer's business.

Workers to be Members of Union.

27. (a) It shall not be lawful for any employer bound by this award to employ or to continue to employ in any position or employment subject to this award any adult person who is not for the time being a member of an industrial union of workers bound by this award or who is not for the time being a member of a trade-union which was registered as such before the 1st day of May, 1936, and which is bound by this award: Provided, however, that any non-unionist may be continued in any position or employment by an employer bound by this award during any time while there is no member of a union bound by this award who is available to perform the particular work required to be done and is ready and willing to undertake it.

(b) For the purposes of subclause (a) of this clause a person of the age of eighteen years or upwards, and every other person who for the time being is in receipt of not less than the minimum rate of wages prescribed by this award for workers of the age of twenty-one years and upwards, shall be deemed to be an adult.

(NOTE.—Attention is drawn to subsection 4 of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, which gives to workers the right to join the union.)

Under-rate Workers.

28. (a) Any worker who, through old age or permanent disability, is incapable of earning the minimum wage fixed by this award may be paid such lower wage as may from time to time be fixed, on the application of the worker to the secretary of the union, who shall forward such application to the committee set up under clause 22.

(b) Such permit shall be for such period, not exceeding six months, as the committee shall determine, and after the expiration of such period shall continue in force until fourteen days' notice shall have been given to such worker by the secretary of the union requiring him to have his wage again fixed in the manner prescribed by this clause.

(c) Notwithstanding the foregoing, it shall be competent for a worker to agree in writing with the president or secretary of the union upon such wage without having the same so fixed.

(d) It shall be the duty of the union to give notice to the Inspector of Awards of every agreement made with a worker pursuant hereto.

(e) It shall be the duty of an employer, before employing a worker at such lower wage, to examine the permit or agreement by which such wage is fixed.

Application of Award

29. This award shall apply to the original parties named herein, and shall extend to and bind as subsequent party hereto every trade-union, industrial union, industrial association, or employer who, not being an original party hereto, is, when this award comes into force or at any time whilst this award is in force, connected with or engaged in the industry to which this award applies within the industrial districts to which this award relates.

Scope of Award.

30. This award shall operate throughout the Northern, Wellington, Canterbury, and Otago and Southland Industrial Districts.

Term of Award.

31. This award shall come into force on the 11th day of December, 1941, and shall continue in force until the 11th day of December, 1942.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the Court hath hereunto set his hand, this 10th day of December, 1941.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM.

The award embodies the terms of settlement arrived at by the Assessors in Conciliation Council.

A. TYNDALL, Judge.

RATES OF WAGES EMERGENCY REGULATIONS 1940.—APPLICATION FOR GENERAL ORDER INCREASING RATES OF REMUNERATION.

In the Court of Arbitration of New Zealand, Northern, Taranaki, Wellington, Marlborough, Nelson, Westland, Canterbury, and Otago and Southland Industrial Districts.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments, and the Rates of Wages Emergency Regulations 1940; and in the matter of an application by the New Zealand Engine-drivers, River

Engineers, Marine-engine Drivers, Greasers, Firemen, and Assistants' Industrial Union of Workers for an increase in rates of remuneration.

JUDGMENT OF THE COURT, DELIVERED BY TYNDALL, J.

UNDER the Rates of Wages Emergency Regulations 1940 the Court of Arbitration is empowered from time to time, on the application of any industrial union or association of employers or workers, to amend by general order the provisions of all awards and industrial agreements for the time being in force in so far as such provisions determine the rates of remuneration of workers to the intent that such rates shall be increased or reduced as the Court thinks just and equitable.

It should be noted that the Court's powers under the said regulations are limited to the variation of rates of remuneration, and do not extend to any other conditions of employment such as hours of work.

Clause 4 of the regulations prescribes that the Court shall not amend the provisions of awards and industrial agreements so that such amendment shall take effect less than six months after the date upon which any previous alteration of rates of remuneration under the regulations took effect.

The first general order was made on 9th August, 1940 (Book of Awards, Vol. XL, p. 1153), and provided for an increase of 5 per cent. to take effect on and from 12th August, 1940.

On 1st October, 1941, an application for a further general order increasing the rates of remuneration was made on behalf of the New Zealand Engine-drivers, River Engineers, Marine-engine Drivers, Greasers, Firemen, and Assistants' Industrial Union of Workers.

Before making a general order, the Court is required to take into account—

- (a) The economic and financial conditions affecting trade and industry in New Zealand:
- (b) The cost of living:
- (c) Any rise or fall in the cost of living since the date when any previous order under the regulations was made:
- (d) All other considerations which the Court deems relevant.

After two adjournments at the request of the applicant union, the hearing of the application was commenced on Wednesday, 26th November, 1941, and was completed on Monday, 8th December, 1941.

At the end of a very long and well-prepared address the submissions on behalf of the applicant union were summarized by its advocate as follows:—

(1) There are two sides to the economic policy of stabilization—the stabilization of retail prices and the stabilization of wage-rates. The stabilization of retail prices is not yet effective.

(2) The general policy of stabilization has the approval of the organized workers of this Dominion, but in view of the fact that the stabilization of retail prices is not yet effective, this present application does not conflict with the general policy. The organized workers never contemplated a one-sided stabilization, a stabilization of wage-rates whilst prices pursued an upward course. The plan put before them, and to which they gave their approval, was a plan for the stabilization of both wages and the prices of essential commodities—a plan for maintaining wages on a level footing with prices. This application is not in conflict with the stabilization plan; indeed, it is a necessary application if the spirit of the plan is to be given effect to. This application is in line with the practice adopted in Canada and Australia. The New Zealand workers have gone further than their fellow-workers in England, who have not agreed to a policy of stabilization; in England substantial increases in wage-rates are taking place each month.

(3) The Legislature in enacting the Rates of Wages Emergency Regulations 1940, and the Court in granting a general increase in rates of wages in August, 1940, have approved the policy of granting increases in rates of wages to cover increases in the cost of living. The employers, by joining with the New Zealand Federation of Labour in asking the Government to enact the regulations and by virtue of their numerous and repeated applications to the Price Tribunal, have admitted that the wage-earners are entitled to an increase in the rates of wages to cover increases in the cost of living; they cannot now argue against such an increase being granted, but can only argue as to the extent of that increase.

(4) The Court should take into consideration the increase in the cost of living since June, 1940. Although the previous order was made in August, 1940, the latest information before the Court during the previous case related to June, 1940, and between June and August, 1940, there was a substantial increase in the retail-prices index.

(5) The claims made by the workers in the previous case were not accepted. The Court stated that the increase which it was granting would restore the effective wage-rate index to the average of the previous three or four years. This result has not actually been achieved by the granting of the 5-per-cent. increase in August, 1940. The effective wage-rate index for September, 1941, is well below the 1936 average. Wage-rates have been stabilized for approximately fifteen months, but the financial position of the wage-earners in relation to retail prices is now worse than it has been for any period since 1935.

(6) The retail-prices index has been increasing steadily since June, 1940. To September, 1941, the latest figure available, the index has increased by 5·3 per cent. since June, 1940.

(7) The Court is required by the regulations to take into account the increase in the cost of living. The retail-prices index has been fully examined and it has been shown that it is not an accurate index of the cost of living, that it is particularly unsatisfactory as a measurement of the cost of living of wage-earners, and substantially understates the actual increase in their cost of living. Although it is not possible to say exactly by what amount it has increased since June, 1940, over

and above the increase revealed by the retail-prices index, it is submitted that the Court should make some allowance for the extent to which the official index understates the measure of the increase in the cost of living; we consider that the allowance should be not less than 2½ per cent.

(8) The revised index for the volume of production shows that New Zealand production has been increasing substantially in recent years and that a very considerable increase has taken place in factory production. The greatest increase relates to the production of the genuine manufacturing industries. Factory production has increased per person engaged in the factories covered by the statistics, and total production and the production of the genuine manufacturing industries has increased at a faster rate than the population. The wage-earners have accordingly done their share in maintaining the economic stability of the Dominion.

(9) Information so far available indicates an increased production for the year 1940-41 in relation to the year 1939-40.

(10) The official figures reveal that imports increased in value for the years ended March and June, 1941, in comparison with the years ended March and June, 1940, and it is clear that, owing to the method of calculating the value of imports, the official figures actually understate the extent of the increase.

(11) The official index records a decline in the volume of goods available for New Zealand consumption, other than capital goods. We have seen, however, that this index is particularly unsatisfactory. It does not differentiate accurately between producers' and consumer goods and has no relationship to the direction of average household expenditure. It completely excludes the production of approximately two hundred thousand persons who produce services which appreciably augment the avenues for the expenditure of wages. The 1937-38 imports, since when the index has revealed a decrease, may have been too high in relation to demand, due to overimportation. A study of all the relevant information does not produce any evidence that there has been any general decline in the volume of goods which make up the average household requirements.

(12) To obtain any satisfactory figure of goods available for consumption it is necessary to study the importance of each item of imports and production, to balance the decreases in imports with increases in New Zealand production and relate this to the demand. Although there are certainly particular shortages and increases in the price of many goods, there is no evidence of a decline in the volume of goods available for consumption which, if the index was accurate, would have produced already a state of a serious inflation. Actually the New Zealand production of many goods and the value of the imports of many others have increased and there is no reason to fear an inflation if a further increase in wage-rates is now granted.

(13) The substantial reason for the increase in the cost of living can be found in the increased cost of imported raw materials, producers' equipment, and consumer goods. It is not inflationary to grant an increase in wage-rates to cover an increase in the cost of living due to such reasons.

(14) There have been substantial reductions in the number of persons employed on public works and in the number of persons assisted by the State Employment Promotion Schemes. These persons are now employed in the production of consumer goods.

(15) The advances by the Reserve Bank to the Government, other than for marketing, have been very substantially reduced since the previous application to the Court.

(16) The increase in the Reserve Bank advances to the Government for marketing purposes is due to the endeavours being made by the Government to protect the farmers against the effects of the shipping restrictions.

(17) The high value of Reserve Bank notes held by the public will be due to many factors. The increase in recent years is due mainly to an increase in the holding by the public of notes of a denomination of £5 or more. The increase in the public holding of smaller notes is not important in view of the general increased economic activity. There is every reason to believe that there is a considerable hoarding of notes by the public.

(18) The 1941 budget shows that the Government is not looking to the creation of credit to provide the finance for war expenses and the maintenance of its social services. Actually since the outbreak of war there has been a restriction of credit.

(19) The prices being received for the export of our primary produce are ruling at a high level.

(20) The trade figures reveal a substantial excess of exports over imports, in spite of the restrictions during 1941 on the shipping of our produce to the United Kingdom.

(21) New Zealand's sterling funds are very substantial and are sufficient to meet any contingencies arising out of the present shipping restrictions.

(22) There is evidence that the shipping position has considerably improved in comparison with the restrictions which were anticipated earlier this year. After a period marked by some uncertainty there are now definite arrangements to cover the main items of our exports. The United Kingdom Government is buying all the New Zealand wool clip, subject to our own requirements. The United Kingdom Government is purchasing, under the arrangements explained earlier, all the cheese we produce up to 160,000 tons. The surplus agreement covers the production of meat and butter, the former up to 275,000 tons, the latter up to 115,000 tons. These amounts will probably cover all the butter produced in New Zealand, in view of the change-over to cheese-production, and the production objective for meat is in excess of the amount exported during the season just closed. These arrangements ensure a substantial return to New Zealand's sterling funds. They generally cover the period of the war and one year thereafter. In view of the balance of sterling funds which has been built up, New Zealand will be able to meet all her overseas requirements without difficulty.

(23) The United Kingdom Government has made provision for an increased payment for certain types of meat and for cheese, and the proceeds of these increases in price will be used to offset part of the protection being granted to the New Zealand farmers.

(24) The wool-producers are assured of the sale of all their wool at a satisfactory price, and the Government has made arrangements to protect the meat, butter, and cheese producers against any loss arising out of the shipping restrictions.

(25) Quite apart from the special provisions made by the Government in connection with the shipping restrictions, the financial position of New Zealand farmers is very satisfactory.

(26) The farmers have received and are receiving special benefits in certain other ways—for instance, through the adjustment of their mortgage liabilities, subsidies, and arrangements made for a supply of labour and the subsidies thereon, assistance in housing, &c.

(27) The returns of the Post Office Savings-bank and the trustee savings-bank are satisfactory.

(28) The share-prices index has recently shown a strong upward movement, reflecting the confidence of the investing public.

(29) The factory returns for the production year 1939-40 have shown a decline in the percentage which salaries and wages bear to the added value, indicating an improved financial position for employers.

(30) A survey of company profits shows that they have been more than maintained.

No evidence was called on behalf of the applicant union.

The advocate for the employers denied that the employers had by their actions admitted that the wage-earners are entitled to an increase in the rates of wages to cover increases in the cost of living, and submitted that the application should be declined for the following reasons:—

(1) The Dominion is at war, living under war conditions with heavy war expenses, and is concerned principally with the maintenance of the British Empire in its fight for freedom, liberty, and justice.

(2) The workers of the Dominion are, under present wage-rates, enjoying life and are capable of securing thereby sufficient food and necessities of life, and more than sufficient leisure and pleasure from the payments for their labours.

(3) If the workers expect this Dominion to be financially able to pay more in money for the labour performed, then the only safe method to adopt is to produce more so that the increased expenditure is offset with the production of more goods; thereby reducing costs instead of increasing them. This could only be done by increasing the working week, which is not acceptable to the workers.

(4) The regulations impose a serious and important duty upon the Court, and it would normally be assumed that the Legislators expect the Court, in matters such as the one before the Court, to lead or guide the people of this Dominion on safe economic and financial lines.

Evidence was adduced from one witness by the employers' advocate.

As the application is based initially upon the increase in the cost of living, it is proposed first of all to review the changes in this factor since the date of the previous general order.

On the occasion of the last application, the all-groups index numbers for retail prices prepared by the Government Statistician were adopted by the workers' advocate as the basis for calculating the increase in the cost of living.

On the present occasion the workers' advocate submitted a very critical examination of the retail-prices index and the information upon which it is computed, and contended that the index is particularly unsatisfactory as a measurement of the cost of living of wage-earners. We fully appreciate that there are limitations to the reliability of such statistical matter and the use to which it can be put, but it is also true that no comprehensive information approaching the Government Statistician's figures in reliability has been made available to us, nor is there any possibility of such information being made available for the purposes of this case.

The advocate for the workers has submitted that we should make some allowance for the extent to which he considers the retail-prices index understates the measure of the increase in the cost of living, and has expressed the view that such allowance should be not less than 2½ per cent.

When the last general order was made we adopted the retail-prices index as a measure of the increase in the cost of living, and we propose on this occasion to do the same.

Although some of the critical comment upon the index may be warranted, we are far from convinced that we would on that account be justified in adopting any arbitrary percentage as an allowance in respect of certain factors, the quantitative and final directional effect of which are practically unknown. Further, if the retail-prices index is an understatement of the true cost-of-living index to-day, then it was also an understatement when the last general order was made, on which occasion the reliability of the index was not challenged. The wording of the Rates of Wages Emergency Regulations in regard to the cost of living makes it clear that the present concern of the Court is mainly the rise or fall in the cost of living since the date of the previous order, and the extent to which the increase in the retail-prices index since that date may or may not understate the increase in the true cost-of-living index in the same period is merely a matter of conjecture.

The last general order was made on 9th August, 1940. The retail-prices index was 1029 for May, 1940, 1026 for June, 1940, and 1027 for July, 1940. We propose to adopt 1027 as the index number at the date of the general order.

The index for both September and October, 1941, was 1080. The increase since the date of the general order has therefore been 53 points, or 5.16 per cent., in excess of the index for July, 1940. The increase since August and September, 1939, when the index for both months was 995, has been 85 points, or 8.54 per cent.

When the last general order was made the decision to increase the rates of remuneration by 5 per cent. took into account not only the increase in the cost of living prior to July, 1940, but also the probable increase in the cost of living for the six months following the date of the order. It was assumed that during the latter period the retail-prices index would progressively increase in a manner comparable with the increase during the six months preceding the date of the order.

The index for January, 1940, was 1008. The index for July, 1940, was 1027. This represented an increase of 19 points. The increase of 5 per cent. in the rates of remuneration was therefore based on a retail-prices index 19 points in excess of the figure for July, 1940—that is, 1046. This number represents the estimated index for January, 1941. (The actual index for January, 1941, proved to be 1050.)

The increase in the retail-prices index between the date of the general order and October, 1941, has already been mentioned as amounting to 53 points, 19 points of which were taken into account in the 5-per-cent. increase in rates of remuneration.

Thus it will be seen that the portion of the increase in the retail-prices index which has not yet been taken into account amounts to 34 points. This figure represents 3·31 per cent. of the index number at the date of the general order.

As the Government Statistician's index number of weekly wage-rates has increased by more than 5 per cent. since August, 1940, due to increases in rates of wages granted other than by general order, it is interesting to compare the increases in the index numbers for weekly wage-rates and retail prices since the outbreak of war in September, 1939.

The wage index for both the year 1939 and at 30th September, 1939, was 1100. The present figure is 1164, an increase of 5·81 per cent. The retail-prices index, as previously mentioned, has in the same period risen by 8·54 per cent. Since the outbreak of war, therefore, the wages index has lagged behind the retail-prices index to the extent of 2·73 per cent. only.

During the hearing of the case a number of references were made to the large increases in wages which have taken place in England since the war commenced, but no figures were quoted to show what the percentage of increase has been since that date, and the relation of that increase to the increase in the cost of living. The following extract from the report by the Acting Director of the International Labour Office to the Conference of the International Labour Organization held at New York in October, 1941, supplies the latest available information:—

In Great Britain, though no general scheme was evolved, the number and coverage of sliding-scale agreements increased enormously, and, as a result of wage advances accruing under such agreements or negotiated separately, average weekly full-time rates of wages rose about 20 per cent. between 1st September, 1939, and 1st June, 1941, while over the same period the cost-of-living index rose 29 per cent.

It will be seen that in England up to 1st June, 1941, the increase in average weekly wage-rates following the outbreak of war lagged about 9 per cent. behind the increase in cost of living for the same period.

So far as effective wage-rates are concerned, the workers in New Zealand since the outbreak of war appear to have fared better relatively than the workers in England.

Having examined the increase in cost of living since the last general order as measured by the retail-prices index, we now propose to discuss briefly the economic and financial conditions affecting trade and industry in the Dominion.

In view of the cataclysmic events of the past ten days it appears futile to attempt a detailed analysis of the present position or of the conditions which are likely to prevail in the immediate future.

It is appropriate, first of all, to quote an extract from the 1941 Budget summarizing some of the difficulties of trade and industry during the past year:—

We have to contend with disruption in overseas trade through inability to ship all our produce available for export, together with uncertainty, delays, shortages of supply, and, in some lines, impossibility of obtaining the imports required for our manufacturers, primary producers, and consumers. Within the Dominion the withdrawal of manpower for the armed forces, the various measures being organized to meet possible war emergencies, combined with the use of an increasing proportion of the country's manufacturing capacity for war-supplies, have all added to the difficulties to be overcome in maintaining trade and industry.

For the ten months ending 31st October, 1941, our external trade shows an appreciable decline compared with the same ten months in the calendar year 1940. Exports have dropped from £62,255,713 to £56,690,408, a reduction of £5,565,305, or nearly 9 per cent. Imports have fallen from £42,319,363 to £40,087,028, a reduction of £2,232,335, or over 5 per cent. For the same periods the excess of exports over imports fell from £19,936,350 to £16,603,380, or well over 16 per cent.

Our position in regard to external trade has therefore deteriorated since last year. The outlook for the immediate future can only be described as one of profound but ominous uncertainty. The whole tenor of the bulk-purchase agreements for the current season between Great Britain and New Zealand presages the possibility of further serious shipping restrictions. It is impossible to assume that the position will not be more gravely affected as a result of the most recent developments. The opening of new theatres of war must inevitably mean the further diversion of merchant shipping for the maintenance of war-supplies to the armed forces, whilst the presence of a new menace to the mercantile marine, particularly in the Pacific, must be obvious to every one.

With regard to internal conditions, the last general order was made in the belief that the value of production for 1939-40 would prove to be high and that, as the result of the special appeals by our political and industrial leaders, the production for the 1940-41 production year would be at least equal to that of the previous year, and possibly greater. The anticipations in regard to 1939-40 were fully realized, but, unfortunately, the figures are not yet available for the 1940-41 period. The probable position for the current production year is impossible to predict with any degree of certainty, but in the light of the ever-increasing diversion of man-power from industry, and the increasing difficulties in regard to the importation of necessary raw materials for the maintenance of secondary and tertiary industries, there appears a distinct possibility that national production may fall.

The broad outlook for primary production is not altogether propitious at the moment, because of climatic conditions, but as the season progresses the situation may improve.

The probable extent of the effect on future primary production of the diminution in the supply of certain fertilizers is difficult to gauge, but there is no doubt that the reduction that has already taken place must tend to augment our difficulties. The latest events in the mid-Pacific appear likely to aggravate the position still further.

The marketing of our primary produce presents grave problems. It is true, as pointed out repeatedly by the advocate for the workers, that the Government has taken extraordinary measures to protect the farming industry, but in so doing it has accepted responsibility for certain actual liabilities and a heavy contingent liability. Should any portion of the contingent liability have to be met, the burden will still have to be carried by the country and by trade and industry as a whole.

The policy of the Government is expressed in the Budget as follows:—

As the war effort in New Zealand and in other parts of the British Commonwealth grows in magnitude and intensity, the reactions on trade and industry will inevitably become more widespread, and in one way or another major adjustments will be necessary. It is the policy of the Government to ease the difficulties arising out of the war as much as possible, and to ensure that its burdens and costs are spread as equitably as possible over every section of the community.

After referring to the bulk-purchase agreements with the United Kingdom, the Hon. the Minister of Finance made the following statement:—

Under these arrangements the financial results of the coming season will obviously be governed to a large extent by the quantity of goods that can be shipped. It is likely that millions of pounds will be tied

up in stocks held in store and on these there will be a charge for storage and other services, together with the possibility of loss arising out of the ultimate disposal of the produce. The estimated cost of purchasing whey butter amounts to £450,000 with, at present, no major outlet in sight.

It must be remembered that this warning was issued over four months before the outbreak of war in the Pacific.

In the case of meat certain price increases under the bulk-purchase agreements are not being passed on to the producers, but are being paid into a pool to assist in meeting some of the liabilities which will fall upon the State purse. It should be pointed out, however, that the pool will not benefit until the produce is actually shipped. Thus a further deterioration of the shipping position will lessen the cushioning effect of the pool. Another point which should not be disregarded is that the special undertakings given by the Government to the primary producers relate so far only to the current season. It appears common-sense to say that there must be a limit to which any Government can go in its special measures for the protection of primary producers. It also appears to us that the capacity of the country to continue the present protection must depend largely on the future shipping position.

Factory production has made very good progress since the depression. War production must, of course, be responsible for much of the expansion during the past two years. Those industries the products of which are necessary for the war effort show substantially increased outputs, such increases having been achieved to some extent by working shifts or extended overtime. It is a fact, however, that a considerable portion of the output of the said industries is sent overseas and is consequently not available for local consumption. Other industries are not in such a fortunate position and are suffering from shortage of labour and raw materials and reduced output.

It is obvious from the statistics that, while there has been a considerable increase in added value in factory production since 1935-36, the substantially greater proportion of that increase has been absorbed in wages and salaries, so that although the factory employee with the assistance, no doubt, in many cases of more up-to-date and efficient plant has produced more value, he has received a generous share of that increased value. Under the conditions prevailing at present, on account of special shift allowances and the amount of time worked at overtime rates in some industries, it would appear probable that the percentage of wages and salaries to added value for the current year will show an increase on last year.

It must be remembered, however, that most of our manufacturing industries are dependent to a greater or lesser extent upon imported raw materials and equipment. We anticipate that difficulties in regard to raw materials, equipment, and labour, which have already reached an embarrassing stage, will increase in the near future.

With regard to tertiary industries, the outlook is discouraging. Recent measures, such as the drastic curtailment of petrol consumption and transport, must have very far-reaching effects.

It is now proposed to comment shortly upon the economic situation generally and its relation to the standard of living of the community.

In the memorandum issued on the occasion of the last general order the view was expressed that as a result of the war a reduction in the standard of living for the people of the Dominion as a whole is inevitable. We adhere to this opinion.

The latest available figures prepared by the Government Statistician show that the index numbers of value and volume of goods available for New Zealand consumption, other than capital goods, fell in 1939-40 by 10 per cent. and 8 per cent. respectively below the corresponding index numbers for 1938-39. With the further fall in imports, with the increasing diversion of man-power from industry, and with the despatch overseas of increased quantities of locally-manufactured goods it appears probable that there will be a further fall in 1941-42.

The application for an increase in wages for one large section of the community is in effect a request that the quantity of goods and services which was available on the average to the individual members of that section immediately before the outbreak of war should remain constant, except in so far as their purchasing-power is affected by special war taxation.

The total quantity of goods available for consumption has fallen more than the reduction in the purchasing-power of the workers by special war taxation. Consequently, if an application for a general increase in wages is granted, the present proportional distribution of the available goods and services between the different sections of the community must be varied, and the share of the workers must be increased. This means inevitably that the share of other sections of the community would require to be reduced, including the share of pensioners and other individuals with fixed incomes.

If, in spite of an increase in wages, a greater share of the available goods and services were not obtained, either because of a further increase in war taxation on wages or because of increased prices of goods and services, then the whole procedure would be futile from the workers' point of view. Incidentally, it should be remembered that a section of the workers is already receiving a greater share of the available goods and services than it received prior to the outbreak of war, because of the effect on its earnings of extended overtime. This situation in itself has meant a reduction in goods and services available for other sections of the community, including other workers.

If wages were increased in the present circumstances, certain other effects would follow. The cost of war production and Government services would increase. This result would require to be followed by either a reduction in our war effort and in Government services or by increased taxation; and, seeing that it was previously found necessary to impose a wage-tax for national emergency purposes, and an increase instead of a decrease in our war effort is imperative, an increase in the wage-tax would be almost impossible to avoid. It is also difficult to see how an increase in the cost of necessary goods and services, due to the wage-increase, could be avoided, in spite of price-control. The net benefit to the worker might therefore prove somewhat illusory, and, on the other hand, we would have taken one further step towards inflation, a tendency to which is already perceptible.

To sum up the position, it appears probable that our exports and imports will both drop further. If exports drop relatively more than imports, our trade balance will be less, yet the cost of our overseas war effort is almost certain to become greater. A drop in imports will result in less goods available for local consumption, and also is likely to affect the supply of raw materials for local factory production. Imports for war purposes will probably be greater, thus further affecting the volume of imported consumable goods available for civilian consumption. It appears likely that, as time goes on, more locally-manufactured goods will be sent overseas, thus leaving less of such goods for local consumption. The new and more imminent danger to our country must mean greater expenditure locally on defence measures, and a corresponding diversion of still more man-power from industry. Everything points at the moment to a further decrease in the volume of goods available and able to be consumed in New Zealand.

We are of the opinion that the present economic and financial conditions affecting trade and industry, and the immediate outlook for the future of trade and industry in this country, are such that a further general order increasing the rates of remuneration of workers is not justified. The application is therefore declined.

Mr. Monteith is not in agreement with the majority of the Court, and his dissent follows.

Dated this 18th day of December, 1941.

[L.S.]

A. TYNDALL, Judge.

DISSENTING OPINION OF MR. MONTEITH.

I strongly dissent, for the following reasons:—

Since the hearing of the previous application in July, 1940, economic and financial conditions have been much better than was expected; no evidence has been produced before the Court to show that the position would not continue. In my opinion, the evidence produced indicates a continuation of good business conditions.

The public finances of the Dominion are in a very sound state, in spite of the repercussions of the war and the shipping restrictions. Earlier this year serious restrictions on our exports were forecast, but the position turned out to be more favourable than was expected. For instance, it was first expected that only 180,000 tons of meat would be exported during the season just closed; in actual fact 263,000 tons was lifted by the United Kingdom Government. High prices are ruling for all our exportable products. There is a substantial excess of exports over imports, and the sterling funds are adequate to meet all the contingencies that can be foreseen. Moreover, whatever the shipping position, New Zealand is guaranteed payment for all the wool produced, 90 per cent. of the agreed price for all cheese produced up to 160,000 tons, payment for such butter and meat as is shipped, and payment of half the costs of purchasing and storing the balance of the production objective in respect of these products. This production objective is stated at a higher figure for butter than is likely to be produced in view of the change-over, and the production objective for meat—275,000 tons—is actually higher than the amount of meat exported last season. It appears to me that the economic position of New Zealand as a nation is amazingly strong.

The official figures show that New Zealand production has increased at a remarkable rate in recent years. Particularly is this so in the case of factory production, which is most important, as it reduces our dependence on imports for many necessary goods. The evidence produced before the Court proved that this increased factory production has been due in no small measure to the service rendered to the community by the factory workers, who have increased their rate of production. The number of persons engaged in New Zealand factories is still increasing on the latest information available, and a very considerable amount of overtime is being worked.

The farmers are being protected against practically every difficulty arising out of the shipping restrictions and the necessity to change over to cheese-production. Also it must be noted that firms dealing with primary producers, such as freezing companies, stock and station agencies, and farmers' trading companies, have generally shown a very healthy profit during the last fifteen months. In fact, some farmers' unions have called attention to the profits of freezing companies. The most recent balance-sheet of one large stock and station agency states that "the liberal prices paid by the British Government for New Zealand exported produce have created a mild form of prosperity amongst most sections of the farming community. The company's business has naturally followed the fortunes of its customers." The only instance which the employers' advocate placed before the Court in relation to profits was a statement dealing with the position of an Electric-power Board; when the balance-sheet was secured it clearly showed that the statement produced by the employers' advocate did not convey a true picture; in fact, the figures in the statement definitely conveyed a false impression. Whether this was due to ignorance or to a deliberate attempt to mislead the Court is not for me to say. The balance-sheet showed that the Board's position is of the healthiest, and was said to be so by the Board's chairman. I can see no reason on the economic and financial evidence why an increase in wages should not be granted.

The policy of stabilization came in for discussion. I believe that a price-rise movement generally can be checked if an effective policy of policing is maintained and enforced. However, the position is that it has never been suggested that wages should be stabilized without reference to retail prices, and from June, 1940, the starting-point for this present case, to September, 1941, the official retail-prices index records an

increase of 5·3 per cent.; the latest figures do not show any change. I am of the opinion that the cost of living has increased by a greater percentage than 5·3 per cent. The Government Statistician's figures do not include a reasonable range of items covering ordinary consumption—for instance, the only vegetables taken are onions and potatoes, and every one knows that very large increases have taken place in other vegetable prices. Also something is certainly wrong with the official rent figures. Take the case of Greymouth, where a decrease in the rents of five- and six-roomed houses is shown. I believe that the people of Greymouth will be even more surprised than I am to know that such rents have declined. The only possible explanation is that the sample is smaller because people are buying the better-class house, leaving only the poorer ones in the sample, or in increasing the sample an inferior class of house is substituted. Of course, such figures are useless unless the sample used is strictly comparable. The workers' advocate placed before the Court a complete and detailed consideration of the official index and proved many ways in which it understates the cost-of-living increase. This argument has not been answered. The short and simple fact is that it could not be answered, because the whole of the argument was supported by authoritative statements from official and other sources.

It has been stated that an increase in wages would mean a different distribution of available goods and services as between the different sections of the community. This may be so, but as I understand it this is the inevitable result of the decisions of the Court of Arbitration; if this was a reason why an increase in wages should not be granted, then everything this Court has done since it was formed in 1894 has been unsound economically. The argument that an increase in wages should not be granted because it will mean such a redistribution is valid only if the present distribution is equitable. We have heard mention of sacrifice. In my opinion, some have too much at present, many have too little. The rising price-level has not meant any hardship to one section of the community, but has meant considerable hardship to another section. The figures show that the wage-earner on the small income is rendering a very valuable service to the community; he is working harder and receiving less. To withhold an increase in wages from the worker in industry on a small wage because it may make a different relative distribution does not appeal to me. Useful service should have first call, particularly in these times.

Mr. Mountjoy quoted the British Government White Paper on stabilization. In this document the British Government says clearly and definitely that inflation is due to employers increasing prices. In answer to a question by me, when I drew attention to a comment which he had made on the White Paper, Mr. Mountjoy admitted that the statement of the British Government was correct. He admitted that inflation is due to the action of the employers in increasing prices, and he admitted that rise in prices makes a rise in wages inevitable. In my opinion, Mr. Mountjoy, appearing for the employers, admitted that an increase in wages is inevitable. If this is the official view of the employers, and I take it that Mr. Mountjoy was authorized to speak for them, I do not think that this Court should refuse to grant an increase in wages.

The employer's case contained little in the way of fact. When their advocate attempted to deal with facts he submitted some amazing calculations which were effectively answered. For instance, the arguments of Mr. Mountjoy about the bad farming season were shown from official sources to be only a partial truth. Then Mr. Mountjoy made other calculations dealing with the note-issue in England and in New Zealand and showed a lack of elementary knowledge, such as the approximate population of the United Kingdom.

The employers called Professor Tocker as a witness, as they have done in several previous cases. Seldom in my experience as a member of this Court have I known a witness to produce so many inaccurate statements as Professor Tocker. Very many of his figures were wrong. I understand that any schoolboy is expected to be able to calculate simple percentages accurately; Professor Tocker showed that he was unable to do so either when he prepared his case or when his figures were questioned in the Court. He was submitted to a close cross-examination, and, in my opinion, many of the economic arguments which he used and many of the deductions which he made were extremely suspect. I do not propose to place any reliance on the evidence of Professor Tocker, and I do not think that the Court should do so; particularly as he has in a series of cases always advocated a reduction in wages and has, in effect, consistently said that the Court was wrong in improving the position of wage-earners.

The applicant placed before the Court a detailed and complete examination of all aspects of New Zealand's economic and financial condition and of the increase in the cost of living as recorded by and omitted from the official index. This argument was not answered, and, in my opinion, could not be

answered because every fact was correctly drawn from official sources and could not be questioned; this is in direct contrast to the facts and arguments presented by the employers. The regulations require the Court to take into account any rise or fall in the cost of living since the date of the previous general order. When the last order was made the latest index number available was that for June, 1940. The most recent figures show that since June, 1940, the official retail-prices index has increased by 5.3 per cent.; since June, 1940, the wage-earners of the Dominion have borne that burden. In my opinion, the cost of living has increased by more than 5.3 per cent. The effective wage-rate index for adult males is now below the 1936 average, or, in other words, the relative position of the wage-earners in relation to retail prices is worse than at any time since 1935. Australia has given cost-of-living increases in wages automatically, and Canada has adopted the same principle by Order in Council extending to all industry the compulsory payment of bonuses to employees to cover cost-of-living increases, adjustable quarterly. In Britain, even during the period of what is known as the Battle for Britain, increases have been made in wages, and are still being made, to lighten the burden of increased prices.

The Rates of Wages Emergency Regulations 1940 were passed for the purpose of granting general increases in wages in accordance with the increases in the cost of living, unless financial and economic conditions required that such a general increase should be refused. I know of no economic conditions which could require this Court to force wage-earners to bear the burden of increasing prices. As far as I am aware, there are no facts or figures available to justify such a conclusion. On the contrary, I believe that it is in the national interest that an increase in wages should be granted to enable the workers to maintain approximately their standard of living. The official figures prove that the workers have given generous service to the community. They face now further trials and further calls for increased production and longer hours of work. They have proved that they can answer this call, but it has been shown in many countries that they can do so only if they are enabled to maintain their health and working efficiency. For these reasons, and bearing in mind that an increase in prices bears heaviest on the wage-earner on a small wage, I think that a general increase of not less than 5 per cent. should have been awarded.

I strongly dissent from the decision of the Court.

OTAGO AND SOUTHLAND THRESHING-MILL AND CHAFF-CUTTER EMPLOYEES.—AWARD.

In the Court of Arbitration of New Zealand, Otago and Southland Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments; and in the matter of an industrial dispute between the New Zealand Workers' Industrial Union of Workers (hereinafter called "the union") and the under-mentioned persons, firms, and companies (hereinafter called "the employers") :—

Adams Bros., Waianiwa.
 Alexander, John, jun., Balfour.
 Anderson, John, jun., Waiwera South.
 Brown, Alex., Kakanui, Otago.
 Beatty, David, jun., Tapanui.
 Beattie Bros., Kelso.
 Beattie, John, Heriot.
 Bulloch Bros. (John A.), Riversdale.
 Boyle, Edward Henry, Pukeuri Junction.
 Boyle, T., Pukeuri Junction.
 Blackwell, J., Oturehua.
 Brown, Andrew, Rae's Junction.
 Brown Bros., Gordon Road, Mosgiel.
 Brown, M., Silverstream (near Mosgiel).
 Brown, Matthew, Mosgiel.
 Butson, Samuel William, Athol.
 Baldy, F., Ryal Bush.
 Carron, W., Mossburn.
 Carrodus, John, Windsor.
 Carruthers, J., Kakanui, Otago.
 Christie, H., Allanton.
 Collett, Bros., Invercargill.
 Chamberlain, Orawia, via Otautau.
 Craig, A., Palmerston South.
 Craig, Peter, Hampden.
 Creighton, J., Kokonga, Otago Central.
 Dalgety, J., Kakanui.
 Dixon, R., Mataura.
 Dixon F., Mataura.
 Dunne, F., Tokotahi.
 Ellery, H., Windsor.
 Fahy Bros., Evans Flat.
 Geddes, William, Clydevale.
 Gillies, Alexander I., Mataura.
 Gillespie, T., Hawea Flat.
 Grant Bros., Limehills.
 Groves, G., Gore.
 Gerrand, Colin, Dipton.
 Goodlet, Colin, Edendale.
 Gilliard Bros., Palmerston South.
 Hamilton Bros., Milton.
 Hamilton, James, Milton.
 Haslett and Grant, Centre Bush.

Hood, J. McD., Balfour.
 Hamilton, William, Milton.
 Horrall Bros., Riversdale.
 Johnston, T., Georgetown.
 Jackman, N. F., Reidston.
 Jackman, S., Totara.
 Kennedy, James, Otatau.
 Kitching, J. A., Kelso.
 Kennedy Bros., Otatau.
 Kennedy, T. W., jun., Otatau.
 Ledingham Bros. (Geo. and Robert), Georgetown.
 Lobb, W. J., Wedderburn.
 Love, T., Oamaru.
 Macadie Bros. (James and William), Poolburn.
 Main, William, Winton.
 McCrostie, J., Lovells Flat.
 McDonald Bros., Island Cliff.
 McDonald, Hugh, Seaward Downs.
 McDonald, J., Woodlands.
 McDonald, J., Middlemarch.
 McIntosh, T., Ahuriri Flat.
 McLeod, G., Ardwick Street, Gore.
 McNeilly, D., Bluespur, Lawrence.
 Meed, D., Enfield.
 Miller, John, Clinton.
 Mortimer, William, Edendale.
 McDonald, J., Waikaia.
 McIntyre, James, Heriot.
 McLeod, J., Edendale.
 McLeod, W., Hedgehope.
 Newbigging Bros., Moneymore.
 Newlands, A., Ngapara.
 Newson, J. O., Clinton.
 Norman Bros., Winton, Southland.
 O'Connor T., Gore.
 Patterson, W., Leith Street, Oamaru.
 Pennicuik, Mrs. J., Palmerston South.
 Perry, W., Enfield.
 Pirie, W., Deborah.
 Rae, W., Peebles.
 Richardson, W. E., Omakau.
 Rix, Henry Katai, Hunt's Road.
 Robinson, H. Charles, Berwick.
 Ryan, Martin, Waitahuna.
 Rae, J., Peebles.
 Shaw, James, Arrowtown.
 Sheath, W., Otekaike.
 Sinclair, D., Menzies Ferry.
 Somerville, William Lionel, Waitepeka.
 Southgate, R., Kakanui.
 Tressidan, H., Woodlands, via Invercargill.
 Tippet, B. A., Limehills.
 Waite, George, Tapanui.
 Ward Bros., Otekura.
 Whelan, A., Taieri Mouth.

FARMERS.

Allison, A. T., Hawea Flat.
 Atkinson and Sons, Middlemarch.
 Barclay, Robert (J.P.), Hawea Flat.
 Black, F., Heriot.
 Bell, Dugald, Hawea Flat.
 Burns, J., Riversdale.
 Burns, J. W., Conical Hills.
 Beattie, W., Maungatua.
 Coughlan Bros., North Taieri.
 Cameron, A. J., Outram.
 Cumming, E., Waikaka Valley.
 Craig, A., Greenfield.
 Crampton, J. J., Nightcaps.
 Deans, P., Ettrick.
 Goodson Bros., Morton Mains.
 Graham, A., Dumbarton.
 Hamilton, G. A., Lumsden.
 Heenan Bros., Berwick.
 Jensen Bros., Milburn.
 Leitze, W., Waikaka.
 McIntosh, A., Kelso.
 McLennan Bros., Hawea Flat.
 McAuley Bros., Tapanui.
 McBride and O'Neill, Mossburn.
 Sheat, C. E., Moneymore.
 Walker, D., Hillgrove.
 Winders, Maxwell, Arrowtown.
 Windsor, G., Mount Benger Station, Roxburgh.

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the above-mentioned dispute, and having heard the union by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, doth hereby order and award:—

That, as between the union and the members thereof and the employers and each and every of them, the terms, conditions, and provisions set out in the schedule hereto and of this award shall be binding upon the union and upon every member thereof and upon the employers and upon each and every of them, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this award; and, further, that the union and every member thereof and the employers and each and every of them shall respectively do, observe, and perform every matter and thing by this award and by the said terms, conditions, and provisions respectively

required to be done, observed, and performed, and shall not do anything in contravention of this award or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same. And the Court doth hereby further award, order, and declare that any breach of the said terms, conditions, and provisions set out in the schedule hereto shall constitute a breach of this award, and that a penalty as by law provided shall be payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect on the day of the date hereof, and shall continue in force until the 31st day of July, 1942, and thereafter as provided by subsection (1) (d) of section 89 of the Industrial Conciliation and Arbitration Act, 1925.

In witness whereof the seal of the Court of Arbitration hath hereto been affixed, and the Judge of the Court hath hereunto set his hand, this 4th day of December, 1941.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE.

Hours of Work.

1. The hours of work shall be between 6 a.m. and 8 p.m., except on Saturdays, when the hours of work shall be between 6 a.m. and 6 p.m. in stooks and between 6 a.m. and 5 p.m. in stacks. Thirty minutes extra shall be allowed to finish a set or paddock.

Number of Hands.

2. When threshing from the stack, the number of hands employed shall be not less (for grain only) than—

(a) In the bag-hole, three, except when the crop runs to less than twenty-five bags of oats or wheat per hour, when it shall be optional for the employer to employ the third man at other work about the mill.

(b) On the sheaf-stack, three men; but when the stack exceeds 35 ft. in length the employer shall provide an extra man.

(c) On mills having a patent feeder a band-cutter shall be employed in addition to the man turning to the board.

(d) On mills not having a patent feeder, in addition to the band-cutter, a feeder shall be employed.

(e) On mills not having a patent chaffer one man shall be employed to take away the chaff.

(f) One man shall be permanently employed on the straw-stack; but the employer, if he desires the straw built, shall provide extra men.

(g) In the case of American or similar mills the number of hands shall not be less than—for mills 22 in. by 38 in., five men; 28 in. by 46 in., six men; 32 in. by 54 in., eight men.

(h) It shall be obligatory on the part of the millowner to fully man his mill, but when threshing grass-seed the number of men on a standard mill may be reduced by three, and on an American or similar mill by two.

(i) In the case of header harvesters, the number of hands when threshing wheat, oats, or barley shall be not less than—up to 8 ft. size, two men; over 8 ft. and up to 12 ft., three men; over 12 ft. and up to 16 ft., four men.

(j) Youths may be employed under this award provided they receive not less than the minimum rates of wages provided herein.

Wages.

3. (a) The minimum rate of wages to be paid to all threshing-mill workers covered by this award shall be 2s. 2d. per hour and found.

(b) The millowner shall pay to the band-cutter or other worker who steers the engine and assists the driver in cleaning and oiling the mill an additional sum of 4½d. per hour threshing-time.

In the case of a tractor-driven mill the millowner shall pay an additional sum of 2d. per hour to the worker who assists the driver in a capacity similar to the feeder on a standard mill.

(c) Header harvester drivers shall be paid not less than 2s. 8d. per hour and found; other workers shall be paid not less than 2s. 6½d. per hour and found.

(d) In that portion of the industrial district south of Shag River workers employed at chaffcutting shall be paid at the rate of not less than 10d. per ton and found. When cutting straw chaff double rates shall be paid.

North of the Shag River the rate for oat-sheaf chaff shall be 3s. 8d. per 100 bags and found; for straw chaff, 4s. 8d. per 100 bags and found; for oat-sheaf chaff, 4s. per 100 bags not found; for straw chaff, 5s. per 100 bags not found.

(e) Balers shall be paid at the rate of 4s. 4d. per 100 bales of hay and found.

Meals.

4. (a) The employer shall supply sufficient food of good quality for the following meals: Breakfast, morning lunch, dinner, afternoon lunch, and tea: Provided, however, that lunches shall not be supplied when the mill is not working.

(b) In cases where the farmer does not provide meals for the men the millowner shall employ a cook.

(c) The minimum wages of the cook shall be—£5 5s. per week where nine men, exclusive of the cook, are employed; £4 18s. 3d. per week where eight men, exclusive of the cook, are employed; £4 10s. per week where seven men, exclusive of the cook, are employed; £4 2s. 6d. per week where six men, exclusive of the cook, are employed; £3 15s. per week where five men, exclusive of the cook, are employed. Seven days shall constitute a cook's week: Provided that workers of the age of twenty-one years and upwards shall be paid not less than the basic wage for the time being prevailing.

Increase in Rates of Remuneration.

5. All rates of remuneration, including time and piece wages and overtime and other special payments provided for in this award, shall be subject to the provisions of the general order dated 9th August, 1940, under the Rates of Wages Emergency Regulations 1940, increasing rates of remuneration by an amount equal to 5 per cent. thereof.

Threshing from the Stook.

6. When threshing from the stook the men who otherwise would be on the sheaf-stack may be placed by the farmer.

Payment of Wages.

7. The employer shall pay the men's wages to their representatives before the mill leaves the farm.

Headers.

8. Drivers and their assistants in assembling and dismantling header harvesters shall be paid by the owner of the plant for all time occupied on such work, and no deductions shall be made from their daily hours for the time occupied in travelling from paddock to paddock of the property of the farmer for whom they are heading.

Termination of Employment.

9. Any worker leaving or being dismissed shall receive from the employer all wages due at the termination of the employment.

Time.

10. (a) Time shall commence when the mill starts threshing the first set on any farm, and shall continue until the mill leaves such set. Twenty minutes shall be allowed and paid for the first setting and for each shift from set to set. These conditions shall apply until the whole of the threshing is completed on each farm.

(b) In the event of the mill being stopped for more than fifteen minutes on account of any accident, time lost shall not be counted as working-time.

(c) A man in the bag-hole shall keep the time on behalf of the men, and the engine-driver on behalf of the farmer and millowner.

(d) Fifteen minutes in the morning and fifteen minutes in the afternoon shall be allowed for lunch, and shall be treated and paid for as time worked.

(e) One of the men in the bag-hole of the chaffcutters shall be elected by the men to keep the tally of the bags.

Interviews with Union Agents.

11. Any mill or chaffcutter may be visited by an officer of the union once in each season, when such mill or chaffcutter shall cease work for a period not exceeding fifteen minutes to permit of such officer transacting the business of the union and ascertaining if the provisions of the award are being observed. Time so lost shall not count as working-time.

Holidays.

12. The holidays shall be such as the employer and the majority of the men agree upon. Work on Sunday, Anzac Day, Christmas Day, or Good Friday shall be prohibited.

Travelling Sleeping-whare.

13. (a) When the millowner does not find gratis a travelling sleeping-whare which contains sufficient space and ventilation and proper bunks for all the men employed on the mill, the employer shall provide reasonable sleeping-accommodation for all the men employed on the mill.

(b) In the case of American and similar mills, chaffcutters, balers, and headers it shall be sufficient compliance with the requirements of the above clause if the owner of the mill conveys the men to and from his yard or base each day.

Settlement of Disputes.

14. In each and every case a representative of the men shall be elected or chosen for each mill, and all trivial disputes that may arise shall be decided by the representatives of the men and the employer concerned: Provided the dispute does not come within the specific terms of this award.

Workers' Compensation.

15. For the purposes of the Workers' Compensation Act all workers covered by this award shall be deemed to be under contract of service with the farmer for whom threshing is being done from the time the mill enters on his farm, and a contract of service with the millowner in respect of any work done by them for him elsewhere.

Medical Outfit.

16. A St. John Ambulance first-aid compressed kit or similar outfit shall be provided by the millowner and kept in a convenient and accessible place about the mill for the use of the workers. Such outfit shall be kept fully equipped.

Copy of Award to be posted.

17. It shall be the duty of the millowner to see that a copy of this award is posted in a convenient place on or about the mill.

Exemption.

18. Steam-engine drivers shall not be covered by this award, and, provided a farmer does no threshing or heading off his own farm, the provisions of this award shall not apply to him when threshing or heading his own crops with his own plant on his own farm.

Employers' Liability to employ Unionists.

19. (a) It shall not be lawful for any employer bound by this award to employ or to continue to employ in any position or employment subject to this award any adult person who is not for the time being a member of an industrial union of workers bound by this award or who is not for the time being a member of a trade-union which was registered as such before the 1st day of May, 1936, and which is bound by this award.

(b) For the purpose of subclause (a) of this clause a person of the age of eighteen years or upwards, and every other person who for the time being is in receipt of not less

than the minimum rate of wages prescribed by this award for workers of the age of twenty-one years and upwards, shall be deemed to be an adult.

Workers to be Members of the Union.

20. (a) Every worker coming within the scope of this award shall become a member of the New Zealand Workers' Industrial Union of Workers, and reasonable facilities shall be given to any such worker to become a member of the union. Any worker who fails to comply with the provisions of this subclause commits a breach of this award.

(b) On request by the union's official organizer or other accredited official of the union each worker shall immediately pay his union contribution by cash or order on his employer.

Application of Award.

21. This award shall apply to the original parties named herein and to all employers connected with or engaged in any of the industries covered by the award, whether actually mentioned in the list of parties or not, and all employers not so named are bound by the provisions of the award and the obligations are the same as if they had been named in the list of parties.

Scope of Award.

22. This award shall operate throughout the Otago and Southland Industrial District.

Term of Award.

23. This award shall come into force on the day of the date hereof and shall continue in force until the 31st day of July, 1942.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the Court hath hereunto set his hand, this 4th day of December, 1941.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM.

The award embodies the terms of settlement arrived at by the assessors in Conciliation Council.

A. TYNDALL, Judge.

TARANAKI LOCAL AUTHORITIES' OFFICERS.—AWARD.

In the Court of Arbitration of New Zealand, Taranaki Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments; and in the matter of an industrial dispute between the Taranaki Local Authorities' Officers' Industrial Union of Workers (hereinafter called "the union") and the under-mentioned Councils and Boards (hereinafter called "the employers") :—

Clifton County Council, Waitara.
 Egmont County Council, Opunake.
 Eltham Borough Council, Eltham.
 Eltham County Council, Eltham.
 Hawera Borough Council, Hawera.
 Hawera County Council, Hawera.
 Hawera Hospital Board, Hawera.
 Inglewood Borough Council, Inglewood.
 Inglewood County Council, Inglewood.
 Kaponga Town Board, Kaponga.
 Manaia Town Board, Manaia.
 New Plymouth Borough Council, New Plymouth.
 Opunake Borough Council, Opunake.
 Opunake Electric-power Board, Opunake.
 Patea Borough Council, Patea.
 South Taranaki Electric-power Board, Hawera.
 Patea County Council, Patea.
 Patea Hospital Board, Patea.
 Stratford Borough Council, Stratford.
 Stratford County Council, Stratford.
 Stratford Hospital Board, Stratford.
 Taranaki County Council, New Plymouth.
 Taranaki Electric-power Board, Eltham.
 Taranaki Hospital Board, New Plymouth.
 Waimate West County Council, Manaia.
 Waitara Borough Council, Waitara.
 Whangamomona County Council, Whangamomona.

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the above-mentioned dispute, and having heard the union by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, doth hereby order and award :—

That, as between the union and the members thereof and the employers and each and every of them, the terms, conditions, and provisions set out in the schedule hereto and of this award shall be binding upon the union and upon every

member thereof and upon the employers and upon each and every of them, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this award; and, further, that the union and every member thereof and the employers and each and every of them shall respectively do, observe, and perform every matter and thing by this award and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this award or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same. And the Court doth hereby further award, order, and declare that any breach of the said terms, conditions, and provisions set out in the schedule hereto shall constitute a breach of this award, and that a penalty as by law provided shall be payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect as hereinafter provided, and shall continue in force until the 1st day of November, 1942, and thereafter as provided by subsection (1) (d) of section 89 of the Industrial Conciliation and Arbitration Act, 1925.

In witness whereof the seal of the Court of Arbitration hath hereto been affixed, and the Judge of the Court hath hereunto set his hand, this 12th day of December, 1941.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE.

Industry to which Award applies.

1. (a) This award shall apply only to the employees (whose conditions of employment are not otherwise provided for) employed by Borough Councils, Town Boards, County Councils, Road Boards, River Boards, Drainage Boards, Electric-power Boards, and/or Supply Authorities and Hospital Boards.

(b) Such employees shall not include:—

(i) Chief or sole executive officers (including one overseer or foreman where no engineer is employed):

- (ii) Male employees in receipt of a salary of £325 per annum or over, apart from overtime:
- (iii) Female employees in receipt of a salary of £208 per annum or over, apart from overtime:
- (iv) Admitting clerks employed by Hospital Boards:
- (v) "Working gangers," "leading hands," "rangers," or "dog tax collectors":
- (vi) Abattoir-managers, supervising gardeners, and managers of bus services:
- (vii) Employees in X-ray department, laboratory, dispensary, and massage department of hospital, other than clerical workers in such departments:
- (viii) Part-time employees.

Definitions.

2. "Clerks" are employees who are principally engaged in writing, typing, operating mechanical machines, or in any other form of office work, and shall include the under-mentioned classes of employees employed by Hospital Boards:

Social welfare officers, fees collectors, and house stewards or managers.

"Typists" are employees who are engaged in typing and/or shorthand, or operating mechanical machines, and who may, in addition, perform any other form of office work.

"Telephone attendants" are employees substantially engaged in attending and operating a telephone system.

"Overseer," "road inspector," and "foreman" each means an employee responsible for the carrying-out of the work of other employees, and who gives directions or instructions or who proceeds from job to job on inspections.

"Casual employee": Any person employed for less than one week continuously shall be termed a casual employee.

"Emergency work" shall mean work necessitated by wind, rain, fire, snow, storms, floods, tides, and earthquakes, or other circumstances over which the employer has no control, and requiring immediate attention to keep open or restore essential services, and shall include opening lake outlets.

"Substantially" means engaged at a particular job for more than 50 per cent. of the time during any pay period.

Rates and Conditions of Pay.

3. (a) Except in the case of employees specifically classified all male employees shall be paid in accordance with the following scale:—

			Annual Salary.		
			£	s.	d.
First six months ..	..	..	65	0	0
Second six months ..	..	..	75	8	0
Third six months ..	..	..	85	16	0
Fourth six months ..	..	..	96	4	0
Fifth six months ..	..	..	106	12	0
Sixth six months ..	..	..	117	0	0
Fourth year ..	..	..	143	0	0
Fifth year ..	..	..	169	0	0
Sixth year ..	..	..	195	0	0
Seventh year ..	..	..	221	0	0
Eighth year ..	..	..	247	0	0
Ninth year ..	..	..	273	0	0
Tenth year ..	..	..	299	0	0
Eleventh year ..	..	..	312	0	0

(b) Except in the case of employees specifically classified, all female employees shall be paid in accordance with the following scale:—

			Annual Salary.		
			£	s.	d.
First six months ..	..	..	52	0	0
Second six months ..	..	..	62	8	0
Third six months ..	..	..	72	16	0
Fourth six months ..	..	..	83	4	0
Fifth six months ..	..	..	93	12	0
Sixth six months ..	..	..	104	0	0
Fourth year ..	..	..	117	0	0
Fifth year ..	..	..	130	0	0
Sixth year ..	..	..	143	0	0
Seventh year ..	..	..	156	0	0
Eighth year ..	..	..	169	0	0

Provided that telephone attendants shall not be entitled to the above-mentioned increments for the fifth, sixth, seventh, and eighth years of service.

Female general clerical workers engaged on work of a senior nature shall be entitled to the following progressive annual increments:—

Ninth year ..	..	..	£183 per annum
Tenth year ..	..	..	£208 per annum

Thereafter, on merit:

Provided that only one female employee in each office shall be entitled to such annual increments, unless there shall be more than ten employees employed in such office.

(c) For the purpose of qualification under the foregoing scales, experience in any employment of a similar character to that covered by this award shall be counted as if it were experience in employment covered by this award.

(d) The following male employees are specifically classified and shall receive the salary mentioned as a minimum:—

Engineering and professional cadet: £78 per annum for the first year, and thereafter as in subclause (a) hereof.

First assistant engineer: If qualified, £325 per annum.

Assistant town or county clerk (in charge of four or more employees): £300 per annum.

Accountant, if qualified, and if on duty as such full time: £300 per annum.

Traffic inspector (if employed as such for 80 per cent. of working-hours): £260 per annum.

Traffic inspector (if employed as such for 80 per cent. of working-hours and in charge of two or more other men): £300 per annum.

Sanitary, health, building, or plumbing inspector (if employed as such for 80 per cent. of working-hours): £275 per annum.

Sanitary, health, building, or plumbing inspector (if employed as such for 80 per cent. of working-hours and in charge of two or more other men): £312 per annum.

Noxious-weeds inspector: £225 per annum.

Cashier (male—if on duty as cashier full time): £225 per annum.

Cashier (female—if on duty as cashier full time): £150 per annum.

Waterworks caretaker: Not less than £260 per annum.

Hall custodians, municipal buildings custodians: Not less than £210 per annum:

Provided that in cases where it is necessary for an employee (in order satisfactorily to perform the duties of cleaning municipal buildings and/or offices and/or public conveniences) to obtain the assistance of his wife in performing such duties, the salary shall not be less than £286 per annum.

Library custodian: Not less than £210 per annum.

Librarian, employed in boroughs of a population of not more than 4,000: Not less than £210 per annum.

Meter-reader (twenty-one years and over): £195 per annum, rising as per scale to a maximum of £273 per annum at the end of the third year; thereafter, according to the scale in clause 3 (a):

Provided that meter-readers whose duties do not include the collecting of cash may be employed at a salary of £2 per week until reaching the age of twenty-one years, when such employees shall be paid not less than £208 per annum for one year, and thereafter according to scale. This proviso shall apply only for the duration of the war and for six months thereafter.

(e) A female if fully employed on ledger-posting machines or bookkeeping machines shall be paid 5s. per week in addition to the rate to which she is entitled under subclause (b).

(f) All employees in the foregoing classification shall be paid not less than the amount to which they would be entitled under clause 3 hereof if not specifically classified.

(g) No deduction other than for superannuation and such other contributions as may be agreed upon between the employer and employee shall be made from the wages of any employee except that the employer may, if it deems fit, make a rateable deduction from the wages of an employee for time lost through sickness or accident or through default on the part of the employee.

(h) Sick-leave shall be at the discretion of the employer.

(i) The basic wage shall be payable to males and females on attaining the age of twenty-one years.

(j) Except by mutual agreement, salaries including overtime, shall be paid at not longer than half-monthly periods.

(k) Every casual employee shall be paid 10 per cent. *pro rata* above the weekly rate.

(l) Temporary male officers (including those appointed in place of permanent officers who have joined His Majesty's forces) over military age may be employed by any party hereto at a salary of not less than £182 per annum. The provisions of this subclause shall apply only for the duration of the war and for six months thereafter.

Conditions of Employment.

4. (a) All other things being equal, it is desirable that in making appointments to staff positions preference should be given to officers already on the staff.

(b) Applicants for any new position or promotion shall pass a medical examination by an approved doctor if required to do so by the employer.

(c) In offices in which females are employed reasonable accommodation shall be provided for their exclusive use.

(d) Adequate lighting and heating shall be provided in all offices.

(e) Employees who provide their own cars and/or cycles approved by and at the request of the employer for carrying out their official duties shall be paid a reasonable sum for that purpose.

(f) All out-of-pocket expenses reasonably incurred by any employee in the execution of his duties shall be paid by the employer. All claims for such expenses shall be rendered fortnightly or as mutually agreed, and such claims shall give particulars of travelling done and expenses incurred in the discharge of the employee's duties. The employer may, in connection with any particular claim, require that such claim shall be supported by statutory declaration.

Hours of Work.

5. (a) Nothing in this clause shall apply to male employees in receipt of a salary (apart from overtime) in excess of the maximum scale as set out in clause 3 (a) hereof, or to female employees in receipt of a salary (apart from overtime) in excess of £169 per annum.

(b) The normal hours of work for the undermentioned classes of employees shall be as follows:—

- (i) Library employees, telephone cadets, hall custodians, municipal buildings custodians, forty hours per week, from Monday to Saturday inclusive:
- (ii) Traffic inspectors, inspectors, assistant inspectors, waterworks caretakers, forty hours per week from Monday to Saturday inclusive, but in cases of urgency and/or necessity employers shall have the right to work employees on any Sunday.

Hours of Work in respect of Hospital Boards.

6. (a) Nothing in this clause shall apply to male employees in receipt of a salary (apart from overtime) in excess of the maximum scale as set out in clause 3 (a) hereof or to female employees in receipt of a salary (apart from overtime) in excess of £169 per annum.

(b) The hours of work for employees employed by Hospital Boards shall not exceed forty in any one period of seven days.

(c) The weekly hours worked may be made up of five shifts each not exceeding eight hours or five shifts each not exceeding seven and a half hours and one shift not exceeding four hours, provided that the total hours do not exceed forty per week without payment of overtime.

(d) The shifts may be worked during any periods of each twenty-four hours and on Saturdays, Sundays, or statutory holidays.

(e) The following employees shall be emergency workers:—

Telephone attendants;

Inquiry clerks;

Medical records clerks;

Social welfare officers;

House steward/manager; or

Clerical workers in laboratories and other technical departments;

Personal clerks or typists to executive officers, where such executive officers work on Saturdays—

and their hours of duty may be altered from the usual hours and days.

*Hours of Work for Employees other than those referred to in
Clauses 5 and 6 hereof.*

7. (a) The normal hours of work shall not exceed forty per week, eight of which shall be worked on each of five days of the week, Monday to Friday inclusive.

(b) Where prior to the date of this award any employer has been customarily observing shorter daily or weekly hours than those hereinbefore specified that employer shall continue to observe such shorter hours, but in such circumstances that the employer shall have the right to call upon its staff, whenever necessary to cope with the work on hand, to work up to the forty hours per week without payment of overtime, when subclause (a) hereof will not apply: Provided always that a worker shall not be required to work more than ten hours in any one day without payment of overtime.

(c) Notwithstanding the foregoing, to provide a measure of elasticity in the case of essential work or where subclause (a) is not practicable, time may be worked between 8 a.m. and noon on Saturday: Provided always that not more than forty hours are worked at ordinary rates in any one week.

(d) The following provisions shall apply in respect of the hours of work to be performed by cash and showroom staffs: The hours between 6.30 p.m. and 9 p.m. on Friday evenings may be worked without payment of overtime, provided that if more than forty hours shall be worked in any one week, such extra time shall be paid for at ordinary rates.

(e) A working week may be deemed to commence at 8 a.m. on Monday.

(f) Employees engaged at times of yearly balance, annual estimates, rate penalty period, issue of rate demands and reminders, and special national or civic occasions may be employed for a period not exceeding eighty hours per fortnight without payment of overtime.

(g) A worker shall not be required to work for more than five hours continuously without an interval for a meal.

Overtime.

8. (a) The following shall be the overtime provisions of this award:—

(i) *Library Employees and Telephone Cadets.*—Overtime at time and a half rates shall be paid for time worked in excess of forty hours in any one week, but the right is reserved to the employer to allow time off in lieu of payment.

For any period of time worked on Sundays an employee shall be entitled to receive a full day off at a time convenient to the employer.

When an employee is required to work for less than half a day on any statutory holiday such employee shall be entitled to half a day off therefor; if required to work for half a day or more on any statutory holiday an employee shall be entitled to a full day off therefor which may, in the respective cases, by mutual agreement, be added to the employee's annual holiday.

The parties shall determine within the pay period during which the right to time off accrues or within such other period as may be mutually agreed upon as to whether such time off is to be granted or paid for.

In the event of time off, as provided herein, not being granted, the employee shall be paid in lieu thereof at ordinary rates calculated on an hourly basis.

(ii) *Traffic Inspectors, Inspectors, Assistant Inspectors.*—An employee shall not be entitled to payment for overtime, but equivalent time off shall be allowed for any time worked in excess of forty hours in any one week.

When an employee is required to work for less than half a day on any statutory holiday such employee shall be entitled to half a day off therefor; if required to work for half a day or more on any statutory holiday, an employee shall be entitled to a full day off therefor, which may, in the respective cases by mutual arrangement, be added to the employee's annual holiday.

The parties shall determine within the pay period during which the right to time off accrues, or within such other period as may be mutually agreed upon, as to whether such time off is to be granted or paid for.

In the event of time off as provided herein not being granted, the employee shall be paid in lieu thereof at ordinary rates calculated on an hourly basis.

(iii) *Hall Custodians, Municipal Buildings Custodians.*—Provided that the present volume of work remains the same, an employee shall not be entitled to payment for overtime, but equivalent time off shall be allowed for any time worked in excess of forty hours in any one week.

When an employee is required to work for less than half a day on any statutory holiday such employee shall be entitled to half a day therefor; if required to work half a day or more on any statutory holiday, an employee shall be entitled to a full day off therefor, which may, in the respective cases, by mutual arrangement, be added to the employee's annual holiday.

The parties shall determine within the pay period during which the right to time off accrues, or within such other period as may be mutually agreed upon, as to whether such time off is to be granted or paid for.

In the event of time off as provided herein not being granted, the employee shall be paid in lieu thereof at ordinary rates calculated on an hourly basis.

(iv) *Waterworks Caretakers.*—Provided that the present schedule of duties remains the same, an employee shall not be entitled to receive payment for overtime, but equivalent time off shall be allowed for any time worked in excess of forty hours in any one week.

When an employee is required to work for less than half a day on any statutory holiday such employee shall be entitled to half a day off therefor; if required to work for half a day or more on any statutory holiday, an employee shall be entitled to a full day off therefor, which may, in the respective cases, by mutual arrangement, be added to the employee's annual holiday.

The parties shall determine within the pay period during which the right to time off accrues, or within such other period as may be mutually agreed upon, as to whether such time off is to be granted or paid for.

In the event of time off as provided herein not being granted, the employee shall be paid in lieu thereof at ordinary rates calculated on an hourly basis.

An employee shall be entitled to two half-days' holiday in each week.

(v) *Hospital Board Employees.*—All employees who work more than forty hours per week shall be paid for the extra hours so worked at the rate of time and a half, the rate to be based on a forty-hour week. Where an employee by reason of being required to work overtime is unable to get home for a meal, he shall be paid meal-money at the rate of one and sixpence per meal.

(b) *Overtime Provisions for Employees other than those referred to in Subclause (a) hereof.*—Overtime at time and a half rates shall be paid for time worked in excess of forty hours in any one week. A right is reserved to the employer to allow time off in lieu of payment for overtime when extra hours have been worked during rush periods, such as preparation of rate demands, the period during which payment of rates is made before penalty is imposed, and the half-yearly and annual balance periods. All employees shall hold themselves in readiness to work overtime if required to do so by the chief executive officer of the employer, the employer or its chief executive officer to be the deciding authority when overtime shall be worked. Employees who are appointed by the employer to specific positions on the staff, such as Treasurer, Clerk, Collector, or such other officers as may be appointed for specific duties under the Act controlling local authorities, shall work such hours as may be necessary completely to perform the work required of the officer, and this shall include attendance at meetings, the taking of minutes, and the performance of usual routine work. In the event of time off not being granted for time worked in excess of forty hours in any one week, overtime at time and a half rates shall be paid. When overtime is to be worked, reasonable notice shall be given to the employee, and wherever possible the period of notice shall be not less than five hours.

Holidays.

9. (a) The following shall be paid holidays, and shall not be considered as part of the annual holidays: New Year's Day, Good Friday, Easter Monday, Anzac Day, Boxing Day,

the Sovereign's birthday, Labour Day, Christmas Day, and two other days to be arranged between the employer and his employees. The employer shall notify the union of the two days agreed upon.

(b) Except as otherwise provided, for work done on any of the above-mentioned days or on Sundays, employees shall be paid at ordinary rates for the time worked in addition to their usual salary, or by mutual consent shall be allowed equivalent time off at a time to be mutually agreed upon.

(c) When any holiday other than Anzac Day falls on a Sunday, the following day shall be observed.

(d) When a holiday falls on a non-working-day an employee shall not be entitled to receive more than his ordinary salary or to receive any payment in respect of that holiday unless work is done on such day.

Annual Holidays.

10. (a) Each worker who has had twelve months' continuous service with the same employer shall be entitled to an annual holiday of two calendar weeks.

(b) Such holidays shall be non-cumulative except by mutual consent between the employer and employee.

(c) In the event of a worker leaving his or her employment after three months' service except by reason of default on the part of the worker such worker shall be paid a *pro rata* amount for holiday leave due.

(d) Where practicable, the annual holiday shall be given in proximity to the Christmas or Easter holidays, and employers shall give as much notice as practicable to their employees of the date of the annual holiday.

Holidays in Hospitals.

11. (a) All employees shall be allowed two weeks' leave per annum on completion of each twelve months' service with the same employer.

(b) For periods of service under twelve months but over three months a proportionate holiday shall be allowed.

(c) If any worker is required to work on New Year's Day, the day following New Year's Day, Good Friday, Easter Monday, King's Birthday, Labour Day, Christmas Day, or Boxing Day, such worker shall be allowed equivalent time off, at a time to be mutually arranged, or shall have equivalent time added to his or her annual leave at the discretion of the employer.

Time off for Examinations without Deduction.

12. Where an employee desires to pass an examination in order to qualify for advancement in his occupation, the employer shall allow him time off without loss of pay for the purpose of sitting for such examination.

No Reduction of Wages.

13. No person in the employment of any local authority who, at the date of this award, has been carrying out any of the duties within the scope of this award and is in receipt of a higher rate of remuneration than that provided by this award at the time of its coming into force, shall have his or her rate of remuneration reduced, nor shall any worker suffer any reduction of status due to the operation of this award.

Increase in Rates of Remuneration.

14. All rates of remuneration, including time, overtime, and/or other special payments provided for in this award, shall be subject to the provisions of the general order dated the 9th August, 1940, under the Rates of Wages Emergency Regulations 1940, increasing rates of remuneration by an amount equal to five per centum (5 per cent.) thereof.

Under-rate Workers.

15. (a) Any worker who considers himself incapable of earning the minimum wage fixed by this award may be paid such lower wage as may from time to time be fixed, on the application of the worker after due notice to the union, by the local Inspector of Awards or such other person as the Court may from time to time appoint for that purpose; and such Inspector or other person in so fixing such wage shall have regard to the worker's capability, his past earnings, and such other circumstances as such Inspector or other person shall think fit to consider after hearing such evidence and argument as the union and such worker shall offer

(b) Such permit shall be for such period, not exceeding six months, as such Inspector or other person shall determine, and after the expiration of such period shall continue in force until fourteen days' notice shall have been given to such worker by the secretary of the union requiring him to have his wage again fixed in manner prescribed by this clause: Provided that in the case of any person whose wage is so fixed by reason of old age or permanent disability it may be fixed for such longer period as such Inspector or other person shall think fit.

(c) Notwithstanding the foregoing, it shall be competent for a worker to agree in writing with the president or secretary of the union upon such wage without having the same so fixed.

(d) It shall be the duty of the union to give notice to the Inspector of Awards of every agreement made with a worker pursuant hereto.

(e) It shall be the duty of an employer, before employing a worker at such lower wage, to examine the permit or agreement by which such wage is fixed.

Workers to be Members of Union.

16. (a) It shall not be lawful for any employer bound by this award to employ or to continue to employ in any position or employment subject to this award any adult person who is not for the time being a member of an industrial union of workers bound by this award or who is not for the time being a member of a trade-union which was registered as such before the 1st day of May, 1936, and which is bound by this award: Provided, however, that any non-unionist may be continued in any position or employment by an employer bound by this award during any time while there is no member of a union bound by this award who is available to perform the particular work required to be done and is ready and willing to undertake it.

(b) For the purposes of subclause (a) of this clause a person of the age of eighteen years or upwards, and every other person who for the time being is in receipt of not less than the minimum rate of wages prescribed by this award for workers of the age of twenty-one years and upwards, shall be deemed to be an adult.

(NOTE.—Attention is drawn to subsection (4) of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, which gives to workers the right to join the union.)

(c) Each employer shall, on request, supply the secretary of the union with a list of employees covered by this award: Provided that such request shall not be made more often than once in each three months.

Application of Award.

17. This award shall apply to the original parties named herein, and shall extend to and bind as subsequent party hereto every trade-union, industrial union, industrial associa-

tion, or employer who, not being an original party hereto, is, when this award comes into force, or at any time whilst this award is in force, connected with or engaged in the industry to which this award applies within the industrial district to which this award relates.

Termination of Employment.

18. Except in the case of casuals, in the absence of special written agreement between the employer and employee, two weeks' notice of resignation or dismissal shall be given by the employee or the employer, except in the case of misconduct, when an employee shall be subject to instant dismissal, but this shall not be deemed to restrict or in any way impair the statutory powers as to appointment or dismissal of officers vested in local authorities.

Matters not provided for.

19. The essence of this award being that the work of the employer shall not on any account whatsoever be impeded but shall always proceed as if no dispute had arisen, it is hereby provided that if any dispute or difference shall arise between the parties bound by this award, or any of them, as to any matter whatsoever arising out of or connected therewith and not dealt with in this award, every such dispute or difference shall be referred to a Committee to be composed of two representatives of the employers and two representatives of the union, together with, if required by either party, an independent chairman to be mutually agreed upon or, in default of agreement, to be appointed by the Conciliation Commissioner for the district: Provided that all disputes shall be considered by the Committee within one month of the date of notification to the parties concerned of such dispute. Either side shall have the right to appeal to the Court against a decision of any such Committee upon giving to the other side written notice of such appeal within fourteen days after such decision has been made known to the party desirous of appealing.

Right of Entry upon Premises.

20. The secretary or other authorized representative of the union shall be permitted to interview workers during working-hours by previous arrangement with the employer or the senior executive officer, but so as not to interfere unreasonably with the employers' business.

Operation of Award.

21. This award shall operate throughout the Taranaki Industrial District.

Term of Award.

22. This award, in so far as it relates to wages, shall be deemed to have come into force on the 1st day of November, 1941, and so far as all the other conditions of this award are concerned it shall come into force on the day of the date hereof, and this award shall continue in force until the 1st day of November, 1942.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the Court hath hereunto set his hand, this 12th day of December, 1941.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM.

This award embodies the terms of settlement arrived at by the assessors in Conciliation Council.

Wages have been made payable retrospectively, in accordance with the agreement of the parties.

A. TYNDALL, Judge.

WELLINGTON, MARLBOROUGH, NELSON, WESTLAND, CANTERBURY, AND OTAGO AND SOUTHLAND RETAIL GROCERS' ASSISTANTS AND DRIVERS.—AWARD.

[Filed in the Office of the Clerk of Awards, Wellington.]

In the Court of Arbitration of New Zealand, Wellington, Marlborough, Nelson, Westland, Canterbury, and Otago and Southland Industrial Districts—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments; and in the matter of an industrial dispute between the New Zealand Federated Shop-assistants' Industrial Association of Workers (hereinafter called "the union") and the undermentioned unions, persons, firms, and companies (hereinafter called "the employers") :—

WELLINGTON INDUSTRIAL DISTRICT.

Wardell Bros. and Co., Grocers, 76 Willis Street, Wellington.

Wellington Chain Grocery Stores Industrial Union of Employers, 8-12 The Terrace, Wellington C. 1.

Wellington Grocers' Industrial Union of Employers (J. A. Kellow, Secretary), 324 Lambton Quay, Wellington.

TARANAKI LOCAL AUTHORITIES' OFFICERS.—AWARD.

In the Court of Arbitration of New Zealand, Taranaki Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments; and in the matter of an industrial dispute between the Taranaki Local Authorities' Officers' Industrial Union of Workers (hereinafter called "the union") and the under-mentioned Councils and Boards (hereinafter called "the employers") :—

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 Patea County Council, Patea.
 Patea Hospital Board, Patea.
 Stratford Borough Council, Stratford.
 Stratford County Council, Stratford.
 Stratford Hospital Board, Stratford.
 Taranaki County Council, New Plymouth.
 Taranaki Electric-power Board, Eltham.
 Taranaki Hospital Board, New Plymouth.
 Waimate West County Council, Manaia.
 Waitara Borough Council, Waitara.
 Whangamomona County Council, Whangamomona.

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the above-mentioned dispute, and having heard the union by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, doth hereby order and award :—

That, as between the union and the members thereof and the employers and each and every of them, the terms, conditions, and provisions set out in the schedule hereto and of this award shall be binding upon the union and upon every

member thereof and upon the employers and upon each and every of them, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this award; and, further, that the union and every member thereof and the employers and each and every of them shall respectively do, observe, and perform every matter and thing by this award and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this award or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same. And the Court doth hereby further award, order, and declare that any breach of the said terms, conditions, and provisions set out in the schedule hereto shall constitute a breach of this award, and that a penalty as by law provided shall be payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect as hereinafter provided, and shall continue in force until the 1st day of November, 1942, and thereafter as provided by subsection (1) (d) of section 89 of the Industrial Conciliation and Arbitration Act, 1925.

In witness whereof the seal of the Court of Arbitration hath hereto been affixed, and the Judge of the Court hath hereunto set his hand, this 12th day of December, 1941.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE.

Industry to which Award applies.

1. (a) This award shall apply only to the employees (whose conditions of employment are not otherwise provided for) employed by Borough Councils, Town Boards, County Councils, Road Boards, River Boards, Drainage Boards, Electric-power Boards, and/or Supply Authorities and Hospital Boards.

(b) Such employees shall not include:—

- (i) Chief or sole executive officers (including one overseer or foreman where no engineer is employed):

(b) For the purposes of this award every person shall be deemed to be a grocer's assistant who is engaged in any capacity in connection with the sale of goods, display of goods, making up of orders, stocks, packing, checking, receiving, despatching, or as a storeman, canvasser, driver, or in any capacity in connection with the retail grocery trade not hereinafter specifically exempted from the operation of this award.

Hours of Work.

2. (a) The ordinary hours of work for grocers' assistants and drivers shall be forty-four hours per week, and shall be worked as follows: On four days of the week between the hours of 8.15 a.m. and 5.30 p.m.; on one day of the week between the hours of 8.15 a.m. and 9 p.m.; on Saturday or the day of the half-holiday between the hours of 8.15 a.m. and 12 noon: Provided that on four days of the week not more than seven and three-quarter hours shall be worked, with only one break during such period of one hour for a meal; on one day of the week not more than nine and a half hours shall be worked, with an interval of one hour for dinner and one hour for tea; on the day of the weekly half-holiday not more than three and a half hours shall be worked.

All hours under this clause shall be continuous, with no breaks other than those provided for meals.

Where no late night is observed one hour extra may be worked during any other day.

(b) Each employer shall notify the union within three days of the employment of any worker as to the starting and finishing time of such worker, and when so fixed such times shall continue for a period of six months unless altered by agreement between the employer and the union.

On the coming into force of this award all employers shall forward a list of the names of their workers together with a statement as to their starting and finishing times; such list shall be forwarded within seven days after the date of the coming into force of this award.

(c) If owing to any exceptional circumstances any employer should find it necessary to alter his recorded starting and finishing times, it shall not be deemed a breach of this clause should he alter his hours for that day, provided that the number of hours allowed for that day is not exceeded. This shall not be read so as to allow any employer to make a permanent alteration in the worker's hours without notification.

(d) On Christmas Eve and on New Year's Eve the provisions of the Shops and Offices Act, 1921-22, and its amendments, shall apply to the hours to be observed.

(e) For the purposes of calculating the hours of work each of the holidays hereinafter mentioned shall be deemed to be a day worked for the number of hours usually worked on that day of the week, although no work shall have been actually done on such holiday.

Wages.

3. (a) The minimum weekly rates of wages for workers shall be as follows:—

Age commencing at Trade.	First Year.		Second Year.		Third Year.	Fourth Year.	Fifth Year.	Sixth Year.	There- after.
	First Half.	Second Half.	First Half.	Second Half.					
Under 16 ..	20/-	25/-	30/-	37/6	50/-	65/-	80/-	95/-	105/-
16-16½ ..	25/-	30/-	37/6	50/-	65/-	80/-	95/-	105/-	105/-
16½-17 ..	30/-	37/6	50/-	60/-	75/-	85/-	95/-	105/-	105/-
17-18 ..	35/-	42/6	55/-	70/-	80/-	90/-	105/-	105/-	105/-
18-19 ..	40/-	50/-	60/-	76/-	85/-	105/-	105/-	105/-	105/-
19-20 ..	50/-	60/-	76/-	85/-	105/-	105/-	105/-	105/-	105/-
20-21 ..	90/-	105/-	105/-	105/-	105/-	105/-	105/-	105/-	105/-
21 and over ..	105/-	105/-	105/-	105/-	105/-	105/-	105/-	105/-	105/-

(b) Branch manager or worker in charge of a shop or branch shop shall receive not less than £5 15s. per week.

(c) Every employer shall supply the manager, on taking over a branch shop, with a duplicate copy of initial stocktaking and a duplicate copy of each stocktaking thereafter.

Females in Confectionery and Tobacco Departments.

4. Females employed in confectionery and tobacco departments of grocers' shops shall be paid the same minimum rate of wages as are prescribed from time to time for female shop-assistants under the Retail-shop Assistants' award.

Increase in Rates of Remuneration.

5. All rates of remuneration, including time and piece wages and overtime and other special payments provided for in this award, shall be subject to the provisions of the general order dated 9th August, 1940, under the Rates of Wages Emergency Regulations 1940, increasing rates of remuneration by an amount equal to 5 per cent. thereof.

Overtime.

6. (a) All time worked in any one day outside or in excess of the hours set out in clause 2 (a) of this award shall be paid for at the rate of time and a half for the first three hours and thereafter double time rates shall be paid. Overtime shall be calculated on a daily basis. The minimum rate of payment per hour shall not be less than 1s. 6d.

(b) For the purpose of calculating overtime, any overtime under half an hour shall count as half an hour; and if over half an hour, but under one hour, as one hour worked.

(c) Attendance on horses or vehicles up to one hour per day in excess of the hours mentioned in clause 2 of this award shall not be counted as overtime, but shall be paid for at the rate of time and a half, with a minimum payment of 1s. 6d.

Permit for Overtime.

7. A permit shall be obtained from the Labour Department before overtime may be worked.

Notice of Overtime and Tea-money.

8. Notice shall be given prior to noon on the same day to any worker required to work overtime, and such worker if called upon to work overtime for more than fifteen minutes beyond his usual finishing-time for the day in question shall be paid 1s. 6d. tea-money: Provided also that where workers are not notified before noon on the same day the rate shall be 2s. in lieu of 1s. 6d.

Payment of Wages.

9. Wages shall be paid in cash not later than Wednesday of each week up to the night preceding the day of payment. Should a holiday fall on the pay-day, then payment shall be made on the working-day previous to the holiday.

Canvassers.

10. Canvassers required to be out collecting orders after 1 p.m. on any of the five days of the week shall be paid an allowance of 1s. 6d. for a meal: Provided that this shall not be payable if the canvasser is able to follow out his usual daily luncheon arrangement or if the employer makes provision for the canvasser to obtain a meal.

Travelling Shops.

11. (a) Where a worker is in charge of a van used as a travelling shop he shall be classified as a branch manager or worker in charge and be paid the rates of wages as for a branch manager or worker in charge: Provided that a van used by a grocer principally in the delivery of his orders shall not be deemed to be a travelling shop.

(b) A worker employed on a travelling shop who is away at night from his permanent place of abode shall be allowed 7s. 6d. for a bed and breakfast and 2s. 6d. for each other meal every day while away.

Terms of Employment.

12. (a) The employment shall be a weekly employment, and no deduction shall be made from the week's wages except for time lost by a worker through his own default, sickness, or accident.

(b) Not less than seven days' notice shall be given by either party of the termination of the employment, except in the case of casual hands; but nothing in this clause shall prevent an employer from summarily dismissing any worker for serious misconduct.

The period of notice in either case shall be exclusive of the whole or any part of the annual holiday required to be given in pursuance of this award.

(c) No assistant under the age of sixteen shall be permitted to lift or carry a greater weight than 56 lb. at any time, and no assistant between sixteen and eighteen shall be permitted to lift or carry a greater total weight than 70 lb. at any time.

(d) Youths of eighteen years of age and over may be employed in driving: Provided that outside a radius of ten miles from the Chief Post-office of Invercargill, Dunedin, Christchurch, Wellington, and Wanganui youths over the age of sixteen years may be employed as drivers.

Proportion.

13. (a) The proportion of juniors shall be one junior to the first senior, one additional junior to the second senior, and thereafter one additional junior for every three seniors.

(b) For the purposes of this award a junior shall be a worker in receipt of less than £5 5s. per week, and all other workers shall be seniors.

(c) Where an employer carries on the business of more than one shop, each shop shall, for the purposes of this award, be deemed to be a separate business, and carters shall be included in the term "assistants." Further, the employer shall himself also be deemed to be a senior assistant when he is actually engaged in the management of his business.

Casuals.

14. (a) Casual workers may be employed, provided they are paid not less than 3s. per hour, with a minimum payment for four hours on any one day on which such workers are employed. "Casual" shall mean any person whose engagement is for a period of less than six consecutive days.

(b) Casual workers required to work on any holidays or Sundays shall be paid double time, or if required to work after the hours provided for in clause 2 (a) hereof shall be paid at the rate of time and a half.

Transport Allowances.

15. (a) Any employer sending a worker who is required to travel by rail, boat, or motor to the place of his or her employment or proposed employment shall pay the worker first-class rail and/or first-class boat fare or motor fare to such place.

In the case of married men being transferred the cost of removing their household furniture and effects shall be paid by the employer.

(b) In the event of a worker being required by his employer to work or relieve in an establishment other than the one in which he is usually employed, the employer shall pay such worker's additional travelling-expenses incurred in connection with such relief duty.

(c) Any worker required to use his bicycle on the employer's business shall be paid 1d. per mile bicycle allowance, or by mutual agreement a sum of 2s. per week shall be paid, payments to be made at each regular pay-day. In cases where a worker is required by the employer to use his own motor-car or motor-cycle on the employer's business the appropriate allowance shall be determined by the disputes committee.

Holidays.

16. (a) The following shall be allowed as holidays without deduction from wages: Christmas Day, Boxing Day, New Year's Day and the day following, Good Friday, Easter

Saturday, Easter Monday, Anzac Day, the Sovereign's Birthday, Labour Day, and Anniversary Day or one other day in lieu thereof by agreement between the employers and the union.

(b) Should any of the above holidays or any day which is substituted therefor in any locality fall on a Sunday, then for the purpose of this award such holidays shall be observed on the following Monday. In the event of Christmas Day and New Year's Day being observed on a Monday in pursuance of the foregoing, Boxing Day and the 2nd January shall be observed on the Tuesday following the respective Mondays.

(c) Any work done on Sundays or on any of the above-mentioned holidays or holiday observed in lieu thereof shall be paid for at double rates. The said payments shall be in addition to the ordinary weekly wage.

(d) Should any of the above holidays not be generally observed in any locality, another day may be substituted by agreement between the employer and the secretary of the union, and notification of such substituted day shall be given to the local Inspector of Awards.

(e) An annual holiday of two weeks on full pay shall be granted to each branch manager or worker in charge of a shop or a branch shop, and an annual holiday of seven working-days on full pay to each other worker under this award, on completion of each year of service. Such annual holiday shall be exclusive of the holidays provided for in subclause (a) hereof.

(f) Any worker not completing the full qualifying period in any year of service shall be granted pay in lieu of the holiday mentioned in subclause (e) hereof in the same proportion according to the length of service: Provided that during the first year's employment he shall be required to serve three months before this subclause shall operate.

(g) A worker shall not be required to go on annual leave on less than twenty-one days' notice except on his or her own request, or except in case of exceptional circumstances, when mutual arrangement may be made.

No Work on Sunday or Special Holiday.

17. No worker shall be employed on a Sunday or on any special holiday mentioned in clause 16.

Wages and Time Book.

18. (a) The occupier of a shop in which one or more shop-assistants are employed shall at all times keep, in the prescribed form, or in such other form as may be approved by the Inspector of Awards, a record in English (called the "Wages and Time Book") showing in the case of each assistant (i) the name of the assistant, together with his age if under twenty-one years of age; (ii) the hours during which he has actually been employed on each day, showing the starting and finishing time each day; (iii) the kind of work on which he is usually employed; (iv) the wages paid on each pay-day, and the date thereof; and (v) such other particulars as are prescribed by regulations.

(b) The entries of the particulars hereinbefore referred to, or a memorandum in writing containing such particulars, shall be signed by the assistant at the time of the payment of his wages, and such signature shall operate as a receipt for such payment.

(c) The wages and time book in use for the time being, and any such book used within the preceding two years, shall at all times be open to the inspection of the Inspector of Awards.

(d) Every assistant who fails to sign the record as provided in this clause, or who wilfully signs an incorrect record, is liable to a fine not exceeding £5.

(e) An Inspector of Awards may at any time require the occupier to verify the entries in the wages and time book in such form as may be prescribed.

References.

19. (a) Each worker on leaving or being discharged from his employment shall, on request, be given within forty-eight hours thereafter a reference in writing stating the position held and the length of service.

(b) Original references shall be the property of the worker or applicant, and shall be returned within forty-eight hours after engagement or rejection of application.

First-aid Outfit.

20. A suitable first-aid outfit consisting of iodine, bandages, cotton wool, and adhesive plaster shall be provided in every shop.

Workers to be Members of Union.

21. (a) It shall not be lawful for any employer bound by this award to employ or to continue to employ in any position or employment subject to this award any adult person who is not for the time being a member of an industrial union of workers bound by this award or who is not for the time being a member of a trade-union which was registered as such before the 1st day of May, 1936, and which is bound by this award: Provided, however, that any non-unionist may be continued in any position or employment by an employer bound by this award during any time while there is no member of a union bound by this award who is available to perform the particular work required to be done and is ready and willing to undertake it.

(b) For the purposes of subclause (a) of this clause a person of the age of eighteen years or upwards, and every other person who for the time being is in receipt of not less than the minimum rate of wages prescribed by this award for workers of the age of twenty-one years and upwards, shall be deemed to be an adult.

(NOTE.—Attention is drawn to subsection (4) of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, which gives to workers the right to join the union.)

(c) Employers shall on written request, at intervals of not more often than three months, supply to the secretary of the union the names of all workers employed by them under this award, and in the case of such workers under eighteen years of age state their age.

Under-rate Workers.

22. (a) Any worker who considers himself incapable of earning the minimum wage fixed by this award may be paid such lower wage as may from time to time be fixed, on the application of the worker after due notice to the union, by the local Inspector of Awards or such other person as the Court may from time to time appoint for that purpose; and such Inspector or other person in so fixing such wage shall have regard to the worker's capability, his past earnings, and such other circumstances as such Inspector or other person shall think fit to consider after hearing such evidence and argument as the union and such worker shall offer.

(b) Such permit shall be for such period, not exceeding six months, as such Inspector or other person shall determine, and after the expiration of such period shall continue in force until fourteen days' notice shall have been given to such worker

by the secretary of the union requiring him to have his wage again fixed in manner prescribed by this clause: Provided that in the case of any person whose wage is so fixed by reason of old age or permanent disability it may be fixed for such longer period as such Inspector or other person shall think fit.

(c) Notwithstanding the foregoing, it shall be competent for a worker to agree in writing with the president or secretary of the union upon such wage without having the same so fixed.

(d) It shall be the duty of the union to give notice to the Inspector of Awards of every agreement made with a worker pursuant hereto.

(e) It shall be the duty of an employer, before employing a worker at such lower wages, to examine the permit or agreement by which such wage is fixed.

Right of Entry.

23. The secretary or other authorized representative of the union of workers shall be entitled to enter at all reasonable times upon the premises or works and there interview any workers, but not so as to interfere unreasonably with the employer's business.

Disputes Committee.

24. Any dispute in connection with any matter not provided for in this award shall be settled between the particular employer concerned and the secretary or president of the union, and in default of any agreement being arrived at, then such dispute shall be referred to the Conciliation Commissioner who may decide the same or refer the matter to the Court. Either party, if dissatisfied with the decision of the Commissioner, may appeal to the Court upon giving written notice of such appeal to the other party within fourteen days after such decision shall have been communicated to the party desiring to appeal.

Clerks, Females, &c.

25. Nothing in this award shall apply to clerks, cash-boys, or other persons engaged in the office work of the employer and not engaged in the work of the shop, or to females employed elsewhere than in the grocery department or in the confectionery and tobacco departments of grocers shops. One female employed in the office shall be at liberty to serve customers in the grocery department during meal-times while another worker or other workers are absent for meals, but this shall not apply to districts specified in section 31 of the Shops and Offices Act, 1921-22.

Scope of Award.

26. (a) This award shall operate throughout the Wellington, Marlborough, Nelson, Westland, Canterbury, and Otago and Southland Industrial Districts.

(b) This award shall apply to the original parties named herein, and shall extend to and bind as subsequent party hereto every trade-union, industrial union, industrial association, or employer who, not being an original party hereto, is, when the award comes into force or at any time whilst this award is in force, connected with or engaged in the industry to which this award applies within the industrial districts to which this award relates.

Term of Award.

27. This award shall come into force on the 5th day of January, 1942, and shall continue in force until the 5th day of January, 1943.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the Court hath hereunto set his hand, this 24th day of December, 1941.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM.

The matters referred to and settled by the Court related to hours of work, wages and classifications, stocksheets, notice of overtime and tea-money, females in confectionery and tobacco departments, proportion, casuals, special uniforms, transport allowances, holidays and annual holiday, proportionate payment for annual holiday on worker leaving, inspection of time and wages book by union, general (contracting out of award and supply of oil-skins, &c.), refreshments, closing of shops, place of engagement, clerks and females, &c., scope of award, and term of award.

A new scale for junior assistants has been included. The rates now prescribed are nearer to the rates which for some time have been applied to junior assistants in butchers' shops and fish-shops, in which cases the weekly hours of work are similar to those of grocers' assistants—namely, forty-four per week, spread over six days.

Attention is also drawn to the fact that in some cases the rates for certain junior assistants in the 1938 award, which is now being revised, were substantially below the rates payable under awards in the same industry at least fourteen years ago. The disparity amounted to as much as 19s. 6d. per week.

The scope of the award is restricted to the Wellington, Nelson, Marlborough, Westland, Canterbury, and Otago and Southland Districts. The Court was requested to include the Gisborne Judicial District, but we find that the necessary preliminaries prescribed by the Industrial Conciliation and Arbitration Act were not complied with, and consequently the request must be declined.

Applications to join parties in the Northern and Taranaki Industrial Districts prior to the making of the award were also before the Court. These districts were not affected by the original dispute and consequently did not become part of the combined district created under section 58 of the Industrial Conciliation and Arbitration Act. The applications to join parties in the said districts are therefore declined.

With regard to closing-hours, the parties agreed to a definition of the classes of shop which should be covered by a closing-hour clause and left it to the Court to fix the actual hours of closing. The definition, however, is so framed as to include types of shops far removed in character from grocers' shops, and would in its present form affect many shop-proprietors who have had no opportunity of being heard on the question. It should also be pointed out that there is no closing-hours clause in the present award. For these reasons, the Court has not included a closing-hours clause in the new award, but has made the term of the award one year so that the question can be reconsidered before the expiry of an unduly long period.

Mr. Monteith considers the rates for senior assistants should have been increased to a greater extent, because of the fact that the employees under this award are required to work forty-four hours a week and a late night, but is not formally dissenting.

Mr. Prime is not in agreement with the wage-rates, and his dissenting opinion follows.

A. TYNDALL, Judge.

DISSENTING OPINION OF MR. PRIME.

The increased rates awarded are unduly high, particularly in the case of juniors; the reduction by two years of the period of service required for a worker to become a senior assistant is unsupported by evidence, is quite unjustified, and results in increases in junior rates to an unprecedented degree.

**NEW ZEALAND LOCAL BODIES' (RURAL SECTION)
LABOURERS.—AWARD.**

[Filed in the Office of the Clerk of Awards, Wellington.]

In the Court of Arbitration of New Zealand, Northern, Taranaki, Wellington, Marlborough, Nelson, Westland, Canterbury, and Otago and Southland Industrial Districts.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments; and in the matter of an industrial dispute between the New Zealand Federated Labourers and Related Trades' Industrial Association of Workers (hereinafter called "the union") and the undermentioned union, Boards, and trusts (hereinafter called "the employers") :—

New Zealand County Councils' Industrial Union of Employers.

DRAINAGE BOARDS.

Hauraki Plains West Drainage Board, Ngatea.
Kawa Drainage Board, Te Awamutu.
Te Rapa Drainage Board, Hamilton.
Moutoa Drainage Board, Foxton.
Whakakaki Drainage Board, Wairoa.
Inch-Clutha Drainage Board, Balclutha.
Waimumu Stream Drainage Board, Invercargill.
Wainono Drainage Board, Waimate.

RIVER BOARDS.

Kaipara River Board, Helensville.
Taupiri River Board, Hamilton.
Hutt River Board, Lower Hutt.
Wairarapa South River Board, Featherston.
Motueka River Board, Motueka.
Wairau River Board, Blenheim.
Ashley River Trust, Rangiora.
Waimakariri River Board, Christchurch.
Taieri River Trust, Mosgiel.
Inch-Clutha River Board, Balclutha.

ROAD BOARDS.

Taupo Road Board, Taupo.
Ostend Road Board, Box 487, Auckland.

DOMAIN BOARDS.

Mairangi Bay Domain Board, Mairangi Bay, Auckland.
Pukemiro Domain Board, Ngaruawahia.
Nukumar Domain Board, Waitotara.
Ngatiawa Park Domain Board, Wellington.
Monkey Face Domain Board, Kaikoura.
Ngakuta Domain Board, Picton.
Kaiteriteri Domain Board, Riwaka, Nelson.
Botoiti Domain Board, Nelson.
Springston Domain Board, Springston, Canterbury.
Hillsborough Domain Board, Hillsborough, Canterbury.
Moeraki Domain Board, Moeraki.

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the above-mentioned dispute, and having heard the union by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, doth hereby order and award:—

That, as between the union and the members thereof and the employers and each and every of them, the terms, conditions, and provisions set out in the schedule hereto and of this award shall be binding upon the union and upon every member thereof and upon the employers and upon each and every of them, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this award; and, further, that the union and every member thereof and the employers and each and every of them shall respectively do, observe, and perform every matter and thing by this award and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this award or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same. And the Court doth hereby further award, order, and declare that any breach of the said terms, conditions, and provisions set out in the schedule hereto shall constitute a breach of this award, and that a penalty as by law provided shall be payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect as from the 5th day of January, 1942, and shall continue in force until the 5th day of January, 1944, and thereafter as provided by subsection (1) (d) of section 89 of the Industrial Conciliation and Arbitration Act, 1925.

In witness whereof the seal of the Court of Arbitration hath hereto been affixed, and the Judge of the Court hath hereunto set his hand, this 22nd day of December, 1941.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE.

Hours of Work.

1. (a) The normal hours of work shall be forty per week, eight hours of which shall be worked on five days of the week—Monday to Friday, both days inclusive.

(b) The normal hours shall be worked between the hours of 7.30 a.m. and 5.30 p.m. on five days of the week—Monday to Friday, both days inclusive.

(c) Notwithstanding the foregoing, to provide a measure of elasticity in the case of essential and urgent work, or where subclause (a) hereof is not practicable because of climatic conditions, one hour extra may be worked before 5.30 p.m. without payment of overtime on any day from Monday to Friday inclusive, or four hours on Saturday morning: Provided that if a man is called out on Saturday morning he shall be given at least four hours' work or be paid for a minimum of four hours; and provided always that not more than forty hours are worked at ordinary rates of pay in any one week.

For the purposes of this subclause "a week" shall be deemed to commence at 7.30 a.m. on Saturday and end at 5.30 p.m. on the following Friday.

(d) In addition, notwithstanding the provisions of subclause (a) hereof, where men lose time through no fault of their own they shall make up so much of such lost time as may be possible by working not more than one hour extra each day on any of the five days from Monday to Friday inclusive, between the hours of 7.30 a.m. and 5.30 p.m., in the week in which the time is lost, or the following week.

(e) The clock-hours mentioned in subclause (b) hereof shall not apply to workers whose work is affected by tidal conditions.

(f) The intervals for meals shall be a matter for mutual agreement between the employer and the employee.

(g) No worker shall work more than five hours continuously without an interval for a meal.

Shifts.

2. Shifts may be worked where necessary, and, subject to the provisions of clause 7, each shift shall consist of eight hours, including crib-time, and five shifts shall constitute a week's work. Workers employed on afternoon or night shifts shall be paid 1s. per shift in addition to their ordinary rate of pay. Any shift starting between 6 p.m. and 6 a.m. is either an afternoon or a night shift. This clause shall apply only where shifts are worked on three or more consecutive working-days.

Emergency Work.

3. (a) Emergency work shall mean work necessitated by wind, rain, fire, snow, storms, floods, tides, and earthquakes, and requiring immediate attention to keep open or restore essential services, and shall include opening lake outlets.

(b) In the case of such emergency work, and notwithstanding anything contained elsewhere in this award, the following provisions shall apply:—

- (i) Except on the holidays named in clause 11 (a), up to eight hours may be worked on any one day without payment of overtime, and time and a half rates shall be paid beyond eight hours' work on such days.
- (ii) On holidays provided in clause 11 (a) ordinary time shall be paid for the first eight hours in addition to the holiday pay provided for in clause 11 (a). Double time shall be paid for work done beyond the first eight hours.

Wages.

4. (a) Workers other than permanents shall be paid not less than 2s. 5d. per hour, or £4 12s. 6d. per week.

(b) Workers engaged in the actual construction of scaffolds or who are employed at tunnelling-work, sinking shafts over 10 ft. in depth, or pier-holes over 7 ft. in depth shall be paid not less than 3d. per hour extra while so employed. An excavation shall be considered a shaft when it is over 6 ft. in length and 10 ft. in depth and where the worker is employed in a limited space where a long-handled shovel cannot reasonably be used.

(c) Stone-crusher feeders shall be paid 2d. per hour extra while so employed, and workers feeding and operating stone-crushers shall, where necessary, be supplied with satisfactory respirators.

(d) A "working foreman," "ganger," or "leading hand" is a worker in control of at least four other men working as a gang, and shall be paid a minimum of 1s. per day extra while so employed.

(e) Tempered-tool sharpeners, popper-drill men, and shot-firers shall be paid 2d. per hour extra while so employed.

(f) Operators of internal-combustion engines of over 10 and up to 20 horse-power and of electric motors over 20 and up to 50 horse-power shall be paid 1½d. per hour extra while so employed.

(g) (i) Workers, other than sprayers and nozzlemen, whose clothes are unavoidably and materially damaged by tar or bitumen in the course of their employment shall be paid 1s. per day extra. Tar or bitumen sprayer and nozzlemen shall be paid 1s. 6d. per day extra while so employed.

(ii) Workers employed in carrying or boiling free tar or bitumen shall be supplied with boots, overalls, and oil.

(iii) "Free tar or bitumen" shall mean tar or bitumen which is not enclosed in barrels or drums.

(h) Pull-grader operators shall be paid not less than £4 17s. 6d. per week.

(i) Subject to the provisions of clause 5 (a), the employer shall have the right to determine whether the workers, or any of them, shall be employed at hourly or weekly rates.

(j) Should an employer dismiss any worker (except for misconduct) within one month after having engaged him at a weekly rate, he shall nevertheless pay him at the prescribed hourly rate.

(k) The employer may make a rateable deduction from the weekly wages prescribed for any time lost by the worker through sickness, accident, or default.

Conditions relating to Permanent Workers.

5. Notwithstanding the provisions of clause 4 hereof, the following special conditions shall apply to permanent workers:—

- (a) A permanent worker is one who has had twelve months' continuous service with the same employer or who is classified as a permanent worker by resolution of the employer:
- (b) Permanent workers shall be permitted to do any work without extra payment except that provided for gangers (clause 4 (d)) and tar work (clause 4 (g)):
- (c) Permanent workers shall be paid not less than £4 13s. 4d. per week:
- (d) The employer may make a rateable deduction from the weekly wage mentioned in this clause for any time lost by the worker for sickness, accident, or default:
- (e) Each local body shall, on request, supply to the secretary of the local union or of the New Zealand Federated Labourers' Industrial Association of Workers a list of the permanent and other workers employed under this award.

Increase in Rates of Remuneration.

6. All rates of remuneration, including time and piece wages and overtime and other special payments provided for in this award, shall be subject to the provisions of the general order dated 9th August, 1940, under the Rates of Wages Emergency Regulations 1940, increasing rates of remuneration by an amount equal to 5 per cent. thereof.

Wet Places.

7. (a) Six hours shall constitute a day's work where workers are working in wet places or foul air, and shall be paid for as if the workers had worked eight hours. A "wet place" shall mean a place where workers are standing in water or slush 3 in. or more in depth or in wet concrete or where water other than rain is dripping on them; but if the employer shall provide the workers with overalls or gum boots, or both, the place shall not be deemed to be a wet place unless, owing to the depth of water or soakage, the boots or overalls supplied do not adequately protect the worker. While workers are working in wet places as defined in this clause they shall be paid 9d. per day in addition to their ordinary rates.

(b) Employers shall supply suitable oilskin raincoats to surfacemen when they are required to work in wet weather, and to workers required in wet weather to clear sumps, culverts, drains, or water-tables. Workers using oilskin raincoats shall be held responsible for any loss or damage due to wilful destruction or neglect.

Men handling Stone under Water.

8. Where workers are removing boulders, metal, stone, stumps, or timber of any description by hand from under water in river or creek beds they shall be paid 2d. per hour extra while so employed and shall be provided with watertight gum boots. The provisions of clause 7 shall not apply to these workers while they are working under the provisions of this clause.

Variation of Duties.

9. Nothing in this award shall prevent any worker covered hereby from doing work covered by another award: Provided that while so engaged he shall be paid at least the rate which is fixed in such other award.

Overtime.

10. Time worked in excess or outside of the hours mentioned in clause 1 hereof in any one day shall be deemed to be overtime, and shall be paid for at the rate of time and a half for the first four hours and double time thereafter.

Holidays.

11. (a) The recognized holidays shall be New Year's Day, Good Friday, Easter Monday, Anzac Day, Sovereign's Birthday, Labour Day, Christmas Day, Boxing Day, and two other days

to be arranged between the local body and its workers; and no deduction shall be made from the wages in respect of such holidays: Provided that workers paid by the hour shall not be entitled to any pay for such holidays unless they have been in the service of the same employer for three months immediately prior to the holiday. Employers shall notify the union of the two other days agreed upon.

(b) When any holiday other than Anzac Day falls on a Sunday the following day shall be observed.

(c) Workers of more than three months' service required to work on any of the above-mentioned holidays shall be entitled to receive payment at double rates in addition to the holiday pay.

(d) Workers of less than three months' service and paid by the hour required to work on a Sunday or on any of the holidays mentioned in subclause (a) of this clause shall be paid at the rate of double time. The minimum payment for work done on any such day shall be two hours' pay.

(e) In lieu of the holidays prescribed in subclause (a) hereof, workers may agree with their employer to observe other holidays either on separate days or as an addition to their annual leave. Where such an agreement is made the local union of workers shall be notified by the employer.

Annual Holiday.

12. (a) Workers employed by the week shall be entitled to and shall receive one week's holiday on full pay on completion of each year of service with the same employer, and any worker leaving his employment or being dismissed at any time shall be entitled to a holiday or the equivalent payment proportionate to the time of service.

(b) The computation of the period of service qualifying a worker for the holiday provisions herein shall date from the 14th December, 1936, or such later date as an employee may have been engaged.

(c) Where practicable, such holiday shall be given in proximity to the Christmas and Easter holidays or at such other time as is mutually agreed on.

Tunnel-work.

13. In tunnel-work the hours of work shall not exceed seven and a half hours per day, exclusive of half an hour for crib-time, and shall be paid for as if the workers had worked eight hours.

Timbering.

14. All timbering and scaffolding shall be done in accordance with the standard provisions of the Scaffolding and Excavation Act, 1922.

Ventilation.

15. In all drives and tunnels where the air is bad adequate provision shall be made whereby workers at the face shall be supplied with fresh air equivalent to 30 cubic feet per man per minute.

Payment of Wages.

16. (a) Wages shall be paid weekly or fortnightly, as may be arranged between the employer and the worker. Where agreement is reached with a majority of workers, payment may be made bi-monthly or monthly.

(b) Payment may be made by negotiable order, cheque, or by registered mail.

(c) When men are dismissed because of completion or slackness of work they shall be paid as soon as reasonably practicable thereafter. Where it is alleged that there has been unreasonable delay, the Disputes Committee may, if it agrees with the allegation, award compensation to be paid by the employer to the worker concerned.

Termination of Engagement.

17. In the case of weekly workers one week's notice on either side shall terminate the engagement. In the case of hourly workers two hours' notice on either side shall terminate the engagement.

Travelling Provisions.

18. (a) When a worker is required to work at a distance of more than two miles from the agreed depot, or such other point in the district as may be mutually agreed upon between the employer and workers—which agreement shall, if necessary, be reviewed by a representative of the County Councils' Industrial Union of Employers and a representative of the Workers' Union—the employer shall do one or other of the following things:—

(i) Provide the worker with free transport to and from his work; or

(ii) Reimburse the worker any cost incurred by him in travelling to and from his work in excess of the two miles above mentioned.

(b) Time occupied by the worker in travelling to and from his work beyond the two miles fixed in subclause (a) hereof shall be deemed to be part of the day's work, and shall count as time or overtime, as the case may be.

Notwithstanding the foregoing, where transport is provided or paid for by the employer in accordance with the provisions of subclause (a) hereof, fifteen minutes in going and fifteen minutes in returning shall not be counted as time worked.

(c) No worker residing less than two miles from the place where the work is to be performed by the nearest convenient mode of access for foot-passengers shall be entitled to the allowance mentioned in this clause.

(d) Where necessary the employer shall provide protection for men from rain, snow, or hail whilst they are being conveyed to and/or from work in the employer's vehicle.

(e) Should any dispute arise under subclause (a) hereof, or if agreement cannot be reached between the employer and the workers, the matter shall be referred to a Disputes Committee set up under clause 24 of this award.

Country Work.

19. (a) "Country work" means work done by a worker in such a locality as to necessitate his sleeping elsewhere than at his genuine place of residence in New Zealand.

(b) Any worker sent to country work shall be conveyed by his employer to and from such work free of charge, or his travelling-expenses going to and returning from such work shall be paid by his employer, but once only during the continuance of the work if such work is continuous and the worker is not in the meantime recalled by his employer.

(c) Time so occupied in travelling shall count as time worked and shall be paid for at ordinary rates.

(d) (i) Such workers employed upon country work shall be paid an additional sum of 5s. 2d. per working-day, but the employer may, in lieu thereof, provide them at his own expense with suitable board and lodgings.

(ii) Where, however, a worker is employed on country work for a period of less than one working-week the employer shall provide him with such board and lodging and may not elect to pay 5s. 2d. per working-day in lieu thereof.

(iii) Where the employer provides satisfactory accommodation, 2s. 10d. shall be paid for food allowance for every working-day the workers are in camp.

For the purposes of this clause "satisfactory accommodation" shall include the provision of suitable cooking-utensils and fireplace or oven, provision for storage of food, and of reasonable sanitary conveniences.

(iv) Workers making use of such accommodation shall keep it clean and take reasonable care of it. If they fail to do so, the employer may employ some other person to do the work and may deduct the cost of such work from any moneys due or accruing due to such workers.

(e) Notwithstanding anything elsewhere contained in this clause, where men on country work leave camp on Friday night at their own expense to sleep elsewhere and such men have during the day worked on country work, such men shall be paid the usual country allowance for five days, but where a five-day week is being worked on country work and the employer conveys the men to work on the first working-day and returns them to their usual place of abode on the last day of the working-week not more than four days' allowance shall be paid, but any time occupied in such travelling to and from the work in excess of fifteen minutes each way shall be in the employer's time.

(f) Notwithstanding anything contained herein, an employer may agree with any such worker that in respect of any specified country work the hours of work shall be other than those hereinbefore prescribed: Provided, however, that all time worked outside or in excess of such prescribed hours shall be considered overtime and shall be paid for at the rate of 1d. per hour in addition to the ordinary rates.

(g) In the event of any difficulties arising in connection with this clause due to any special circumstances pertaining to the work of any employer, either of the parties may invoke the disputes clause of this award for the purpose of arriving at a satisfactory solution.

River Patrolmen.

20. River Board patrolmen when engaged on patrol-work, and water-race caretakers, shall be exempt from clauses 1 (hours of work), 3 (emergency work), 10 (overtime), and 11 (a), (b), (c), and (d), (holidays), but shall be paid the ordinary rate of wages prescribed in clause 4 or 5 of this award for all such time. Where a patrolman has worked on any holiday covered by clause 11 he shall be given equivalent time off either in conjunction with his annual holiday or at a time to be mutually agreed. If any dispute arises regarding patrol-work the same shall be dealt with by the Disputes Committee provided for in clause 24.

Accommodation.

21. Where necessary, the employers shall provide accommodation to enable workers to change and dry their clothes and have their meals.

Tools.

22. All necessary tools shall be supplied by the employer.

Accidents.

23. A modern first-aid emergency kit shall be kept by the employer in a convenient and accessible place in every place where the Inspector of Awards shall deem it necessary.

Disputes Committee.

24. The essence of this award being that the work of the employers shall not on any account whatsoever be impeded but shall always proceed as if no dispute had arisen, it is provided that if any dispute or difference shall arise between the parties bound by this award, or any of them, as to any matter whatsoever arising out of or connected therewith and not dealt with in this award, every such dispute or difference shall be referred to a local committee to be composed of two representatives of each side, together with, if required by either party, an independent chairman to be mutually agreed upon or, in default of agreement, to be appointed by the Conciliation Commissioner for the district. This local committee shall either decide the matter or, if it is unable to reach a decision, refer it to the National Disputes Committee for decision. In any case all decisions of any local committee shall be referred to the national committee for confirmation or otherwise. The national committee shall consist of three representatives of the New Zealand Federated Labourers and Related Trades' Industrial Association of Workers and of the New Zealand County Councils' Industrial Union of Employers, together with, if required by either party, an independent chairman to be mutually agreed upon or, in default of agreement, to be appointed by the Conciliation Commissioner for the Wellington Industrial District. Either side shall have the right to appeal to the Court against a decision of the National Disputes Committee upon giving to the other side written notice of such appeal within fourteen days after such decision has been made known to the party desirous of appealing.

Right of Entry.

25. The secretary or other representative of the union shall be permitted to interview employees in working-hours, but so as not to interfere unreasonably with the operations of the local bodies concerned.

Workers to be Members of Union.

26. (a) It shall not be lawful for any employer bound by this award to employ or to continue to employ in any position or employment subject to this award any adult person who is not for the time being a member of an industrial union of workers bound by this award or who is not for the time being a member of a trade-union which was registered as such before the 1st day of May, 1936, and which is bound by this award: Provided, however, that any non-unionist may be continued in any position or employment by an employer bound by this award during any time while there is no member of a union bound by this award who is available to perform the particular work required to be done and is ready and willing to undertake it.

(b) For the purposes of subclause (a) of this clause a person of the age of eighteen years or upwards, and every other person who for the time being is in receipt of not less than the minimum rate of wages prescribed by this award for workers of the age of twenty-one years and upwards, shall be deemed to be an adult.

(NOTE.—Attention is drawn to subsection (4) of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, which gives to workers the right to join the union.)

Under-rate Workers.

27. (a) Any worker who considers himself incapable of earning the minimum wage fixed by this award may be paid such lower wage as may from time to time be fixed, on the application of the worker after due notice to the union, by the local Inspector of Awards or such other person as the Court may from time to time appoint for that purpose; and such Inspector or other person in so fixing such wage shall have regard to the worker's capability, his past earnings, and such other circumstances as such Inspector or other person shall think fit to consider after hearing such evidence and argument as the union and such worker shall offer.

(b) Such permit shall be for such period, not exceeding six months, as such Inspector or other person shall determine, and after the expiration of such period shall continue in force until fourteen days' notice shall have been given to such worker by the secretary of the union requiring him to have his wage again fixed in manner prescribed by this clause: Provided that in the case of any person whose wage is so fixed by reason of old age or permanent disability it may be fixed for such longer period as such Inspector or other person shall think fit.

(c) Notwithstanding the foregoing, it shall be competent for a worker to agree in writing with the president or secretary of the union upon such wage without having the same so fixed.

(d) It shall be the duty of the union to give notice to the Inspector of Awards of every agreement made with a worker pursuant hereto.

(e) It shall be the duty of an employer, before employing a worker at such lower wage, to examine the permit or agreement by which such wage is fixed.

Animals, Equipment, and Vehicles.

28. Where, by arrangement with his employer, a worker provides any equipment, animals, bicycle, or vehicle he shall be paid such allowance for use of same as may be mutually arranged. If necessary, such arrangement may be reviewed by a representative of the County Councils' Industrial Union of Employers and a representative of the workers' union.

Classes of Workers.

29. This award shall apply to all workers substantially employed at labouring work or other manual work, including working foremen, gangers, surfacemen, pull-grader operators, river-patrolmen, water-race caretakers, and workers operating electric motors of 50 horse-power and under, or internal-combustion engines of 20 horse-power and under, employed by those local bodies referred to in clause 31 as coming within the scope of this award, except where such workers are covered by another award at the coming into operation of this award.

In the case of any worker who has not previously been specifically covered by this award the conditions of employment of such worker shall be decided on in accordance with the procedure set out in clause 24 hereof.

Application of Award.

30. Subject to clause 31 hereof, this award shall apply to the original parties named herein, and shall extend to and bind as subsequent party hereto every trade-union, industrial union, industrial association, or employer who, not being an original party hereto, is, when this award comes into force or at any time whilst this award is in force, connected with or engaged in the industry to which this award applies within the industrial districts to which this award relates.

Scope of Award.

31. This award shall operate throughout the Northern, Taranaki, Wellington, Nelson, Marlborough, Westland, Canterbury, and Otago and Southland Industrial Districts, and shall apply to all County Councils, Domain Boards, Drainage Boards, River Boards, Water-race Committees, and Road Boards where such are not covered by any other award or industrial agreement at the coming into operation of this award, but this award shall not apply to City Councils, Borough Councils, Electric-power Boards, Harbour Boards, Town Boards, Rabbit Boards, and Domain Boards (other than those controlled by County Councils).

Term of Award.

32. This award shall come into force on the 5th day of January, 1942, and shall continue in force until the 5th day of January, 1944.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the Court hath hereunto set his hand, this 22nd day of December, 1941.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM.

The matters referred to the Court related to wages, classifications, conditions relating to permanent workers, wet places, holidays, annual holiday, termination of engagement, travelling provisions, and term of award.

A. TYNDALL, Judge.

NEW ZEALAND (EXCEPT OTAGO AND SOUTHLAND)
LIME-WORKERS.—AWARD.

[Filed in the Office of the Clerk of Awards, Wellington.]

In the Court of Arbitration of New Zealand, Northern, Taranaki, Wellington, Nelson, Marlborough, Westland, and Canterbury Industrial Districts.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments; and in the matter of an industrial dispute between the New Zealand Federated Labourers and Related Trades' Industrial Association of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

NORTHERN INDUSTRIAL DISTRICT.

Kopu Calcined Shell Lime Co., Shortland Street, Auckland.
Agricultural Lime Co., Te Kuiti.
Nord Lime Co., Te Kuiti.
Waitomo Lime Co., Te Kuiti.
Worth's Lime Co., Te Kuiti.

TARANAKI INDUSTRIAL DISTRICT.

Lime Sales and Distribution, Ltd., Stratford.
Waitotara Lime Co., Stratford.

WELLINGTON INDUSTRIAL DISTRICT.

Amners Lime Co., Napier.
Hatuma Lime Co., Hatuma.
Lime Hydraters, Ltd., Hastings.
Onga-Tiko Lime Co., Waipawa.
Waitotara Lime Co., Wanganui.
Gorge Lime Co., Palmerston North.

NELSON INDUSTRIAL DISTRICT.

McKee's Lime-works, Tasman.
Nelson Lime-works, Port Nelson.

MARLBOROUGH INDUSTRIAL DISTRICT.

Flaxbourne Lime Co., Blenheim.

WESTLAND INDUSTRIAL DISTRICT.

Ross Lime Co., Ross.

CANTERBURY INDUSTRIAL DISTRICT.

Amberley Lime Co., Amberley.
Cheviot Lime Co., Cheviot.
Winchester Lime-works, Winchester.

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the above-mentioned dispute, and having heard the union by

its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, doth hereby order and award:—

That, as between the union and the members thereof and the employers and each and every of them, the terms, conditions, and provisions set out in the schedule hereto and of this award shall be binding upon the union and upon every member thereof and upon the employers and upon each and every of them, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this award; and, further, that the union and every member thereof and the employers and each and every of them shall respectively do, observe, and perform every matter and thing by this award and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this award or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same. And the Court doth hereby further award, order, and declare that any breach of the said terms, conditions, and provisions set out in the schedule hereto shall constitute a breach of this award, and that a penalty as by law provided shall be payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect on the 29th day of December, 1941, and shall continue in force until the 29th day of December, 1942, and thereafter as provided by subsection (1) (d) of section 89 of the Industrial Conciliation and Arbitration Act, 1925.

In witness whereof the seal of the Court of Arbitration hath hereto been affixed, and the Judge of the Court hath hereunto set his hand, this 19th day of December, 1941.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE.

Application of Award.

1. This award shall apply to the workers employed by persons, firms, or companies engaged in the production or manufacture of lime and lime products, but shall not apply to foremen or managers not performing manual work under this award.

Hours of Work.

2. (a) For workers employed on work incidental to or connected with the manufacture of burnt lime the ordinary hours of work shall be forty-four per week, not more than eight hours per day, to be worked from Monday to Friday, between the hours of 7.30 a.m. and 5 p.m., both days inclusive, and four hours on Saturday, between the hours of 7.30 a.m. and noon.

(b) For workers employed on work incidental to or connected with the manufacture of carbonate of lime, or of shell lime, the ordinary hours of work shall be as follows:—

(i) During the busy six months of the year forty-four hours per week, not more than eight hours per day to be worked from Monday to Friday, both days inclusive, between the hours of 7.30 a.m. and 5 p.m., and four hours on Saturday between the hours of 7.30 a.m. and noon.

(ii) During the remaining six months of the year forty hours per week, not more than eight hours per day to be worked from Monday to Friday, both days inclusive, between the hours of 7.30 a.m. and 5 p.m.

(c) The employer of workers coming under subclause (b) (i) of this clause shall notify the District Inspector of Awards and the union of workers, before commencing to work the forty-four-hours week, the period selected during which such hours are to be worked.

(d) Not less than three-quarters of an hour shall be allowed for the midday meal, but this may be varied by mutual agreement of the parties.

Wages.

3. (a) The following shall be the minimum rates of wages:—

	Per Hour.	
	s.	d.
York kilns—		
All burners and drawers on York kilns	2	7½
Other kilns—		
Burners in sole charge	2	7½
All other burners and drawers	2	5½
Shot-firers	2	6
Drillers	2	6
Tool-sharpeners	2	6
Truckers	2	5
Crusher-feeders	2	5
Baggers	2	5

Other kilns— <i>continued</i> .				Per Hour.	
				s.	d.
Sewers	..	..	..	2	5
Driers	..	..	..	2	5
Mechanical-shovel drivers	..	..	..	2	7
All other workers employed inside the mill or factory	..	..	..	2	5
All other workers employed outside the mill or factory	..	..	..	2	4
Foremen, 1s. 6d. per day extra.					
Leading hands in charge of four or more workers, 1s. per day extra.					
Workers employed unloading and trimming coal shall be paid 1d. per hour extra.					

(b) Men driving horses or vehicles in connection with the operation of the works shall be paid the rates of wages prescribed in the Drivers' award for such work whilst so employed, provided that not less than the minimum wages payable under this award are paid to such workers.

Increase in Rates of Remuneration.

4. All rates of remuneration, including time and piece wages and overtime and other special payments provided for in this award, shall be subject to the provisions of the general order dated 9th August, 1940, under the Rates of Wages Emergency Regulations 1940, increasing rates of remuneration by an amount equal to 5 per cent. thereof.

Overtime.

5. (a) All time worked outside or in excess of the hours specified in clause 2 hereof shall count as overtime, and shall be paid for as follows:—

When a forty-four-hour week is being worked: Time and a half for the first three hours and double time thereafter:

When a forty-hour week is being worked: Time and a half for the first four hours and double time thereafter.

(b) Overtime shall be calculated daily.

Shifts.

6. (a) Shifts may be worked where necessary. Except in the case of Monday mornings and Saturday mornings, when four-hour shifts may be worked, shifts shall consist of eight hours, including half an hour crib-time. Neither the eight-hour shifts nor the four-hour shifts shall be broken.

(b) For the purposes of this clause "shift-work" shall mean work which is carried out by two or more successive relays or spells of workmen, each relay performing substantially the same duties as the outgoing shifts. Work shall not be deemed to be shift-work unless shifts are worked on four or more consecutive working-days.

(c) Men on afternoon or night shift shall be paid 1s. 6d. per shift extra. This allowance shall be payable in respect of any shift the whole period of which does not fall between the hours of 7.30 a.m. and 5 p.m. In the case of kilns in which a night shift only is worked, an extra 6d. per shift in addition to 1s. 6d. prescribed above.

Payment of Wages.

7. Except where otherwise mutually arranged, wages shall be paid in full, weekly, and in cash, in working-hours.

Contract Work.

8. Where any work covered by this award is carried on by contract the contractor or contractors shall be bound by this award.

Holidays.

9. (a) The following shall be observed as holidays: New Year's Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Christmas Day, Boxing Day, and the birthday of the reigning Sovereign.

(b) When any of the holidays mentioned in subclause (a) hereof falls on a working-day payment shall be made for same, as if worked, at ordinary rates of wages.

(c) For work done on any Sunday payment shall be made at double time rates.

(d) For work done on any of the holidays mentioned in subclause (a) hereof payment shall be made at the rate of double time in addition to any payment the worker may be entitled to.

Termination of Employment.

10. Not less than one hour's notice shall be given by either party of the termination of the employment. Nothing in this clause shall prevent the employer from summarily dismissing any worker for serious misconduct. In the event of any worker being dismissed, all wages due to him shall be paid immediately. Any worker leaving his employment shall, on request, be paid the wages due to him within twenty-four hours.

Tools.

11. All tools shall be supplied by the employer.

First Aid.

12. Fully-equipped first-aid outfits shall be kept in convenient and accessible places.

Accommodation and Water.

13. Each employer shall provide, where reasonably necessary, accommodation to enable workers to change and dry their clothes and have their meals. Such accommodation shall be for the use of all workers on the job. No lime, cement, or tools shall be stored in the change-house. The employer shall also provide proper sanitary accommodation for the workers and shall be responsible for such accommodation being kept reasonably clean. The employer shall make provision for boiling water for meals.

General Provisions.

14. (a) Goggles and/or respirators shall, on request, be supplied to workers requiring same.
(b) Aprons shall be supplied to workers inside the factory.
(c) Where workers are required by the employer to live on the job the employer shall provide accommodation for such workers in accordance with the terms of section 6 of the Shearers' Accommodation Act.

Disputes.

15. The essence of this award being that the work of the employers shall not on any account whatsoever be impeded but shall always proceed as if no dispute had arisen, it is provided that if any dispute or difference shall arise between the parties bound by this award, or any of them, as to any matter whatsoever arising out of or connected therewith and not dealt with in this award, every such dispute or difference shall be referred to a committee to be composed of two representatives of each side, together with an independent chairman to be mutually agreed upon or, in default of agreement, to be appointed by the Conciliation Commissioner in the district. Either side shall have the right to appeal to the Court against a decision of any such committee upon giving to the other side written notice of such appeal within fourteen days after such decision has been made known to the party desirous of appealing.

Workers to be Members of Union.

16. (a) It shall not be lawful for any employer bound by this award to employ or to continue to employ in any position or employment subject to this award any adult person who is not for the time being a member of an industrial union of workers bound by this award or who is not for the time being a member of a trade-union which was registered as such before the 1st day of May, 1936, and which is bound by this award: Provided, however, that any non-unionist may be continued in any position or employment by an employer bound by this award during any time while there is no member of a union bound by this award who is available to perform the particular work required to be done and is ready and willing to undertake it.

(b) For the purposes of subclause (a) of this clause a person of the age of eighteen years or upwards, and every other person who for the time being is in receipt of not less than the minimum rate of wages prescribed by this award for workers of the age of twenty-one years and upwards, shall be deemed to be an adult.

(NOTE.—Attention is drawn to subsection (4) of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, which gives to workers the right to join the union.)

Under-rate Workers.

17. (a) Any worker who considers himself incapable of earning the minimum wage fixed by this award may be paid such lower wage as may from time to time be fixed, on the application of the worker after due notice to the union, by the local Inspector of Awards or such other person as the Court may from time to time appoint for that purpose; and such Inspector or other person in so fixing such wage shall have regard to the worker's capability, his past earnings, and such other circumstances as such Inspector or other person shall think fit to consider after hearing such evidence and argument as the union and such worker shall offer.

(b) Such permit shall be for such period, not exceeding six months, as such Inspector or other person shall determine, and after the expiration of such period shall continue in force until fourteen days' notice shall have been given to such worker by the secretary of the union requiring him to have his wage again fixed in manner prescribed by this clause: Provided that in the case of any person whose wage is so fixed by reason of old age or permanent disability it may be fixed for such longer period as such Inspector or other person shall think fit.

(c) Notwithstanding the foregoing, it shall be competent for a worker to agree in writing with the president or secretary of the union upon such wage without having the same so fixed.

(d) It shall be the duty of the union to give notice to the Inspector of Awards of every agreement made with a worker pursuant hereto.

(e) It shall be the duty of an employer, before employing a worker at such lower wage, to examine the permit or agreement by which such wage is fixed.

Extension of Hours under Factories Act.

18. Pursuant to the provisions of section 3 of the Factories Amendment Act, 1936, the limits of hours fixed by subsection (1) of that section are hereby extended in the manner and to the extent set forth in this award in respect of each occupier of a factory bound or to be bound by the provisions of this award.

Application of Award.

19. This award shall apply to the original parties named herein and shall extend to and bind as subsequent party hereto every trade-union, industrial union, industrial association, or employer who, not being an original party hereto, is, when this award comes into force, connected with or engaged in the industry to which this award applies within the industrial districts to which this award relates.

Scope of Award.

20. This award shall operate throughout the Northern, Taranaki, Wellington, Nelson, Westland, and Canterbury Industrial Districts.

Term of Award.

21. This award shall come into force on the 29th day of December, 1941, and shall continue in force until the 29th day of December, 1942.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the Court hath hereunto set his hand, this 19th day of December, 1941.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM.

The matters referred to the Court related to wages, extra payment for foremen and leading hands, extra payment for trimming coal, additional percentage payment when workers on forty-four-hour week, employment of youths, shift-work and shift allowance, claim for annual holiday, period of notice on termination of employment, general provisions (claim for no reduction in rate of wages when worker engaged on work for which a lower rate is payable), and term of award.

A. TYNDALL, Judge.

WELLINGTON (UNION STEAM SHIP COMPANY) TUG-BOAT WORKERS.—AWARD.

In the Court of Arbitration of New Zealand, Wellington Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments; and in the matter of an industrial dispute between the Wellington Federated Seamen's Industrial Union of Workers (hereinafter called "the union" and the under-mentioned company (hereinafter called "the employers") :—

The Union Steam Ship Co. of New Zealand, Ltd.,
Wellington.

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the above-mentioned dispute, and having heard the union by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, doth hereby order and award :—

That, as between the union and the members thereof and the employers and each and every of them, the terms, conditions, and provisions set out in the schedule hereto and of this award shall be binding upon the union and upon every member thereof and upon the employers and upon each and every of them, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this award; and, further, that the union and every member thereof and the employers and each and every of them shall respectively do, observe, and perform every matter and thing by this award

and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this award or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same. And the Court doth hereby further award, order, and declare that any breach of the said terms, conditions, and provisions set out in the schedule hereto shall constitute a breach of this award, and that a penalty as by law provided shall be payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect on the 8th day of December, 1941, and shall continue in force until the 8th day of December, 1942, and thereafter as provided by subsection (1) (d) of section 89 of the Industrial Conciliation and Arbitration Act, 1925.

In witness whereof the seal of the Court of Arbitration hath hereto been affixed, and the Judge of the Court hath hereunto set his hand, this 5th day of December, 1941.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE.

Industry to which Award applies.

1. This award shall apply to the deck hands and firemen employed by the Union Steam Ship Co. of New Zealand, Ltd., on tug-boats at Wellington.

Wages.

2. The following shall be the minimum rate of wages:—

				Per Week.		
				£	s.	d.
Leading deck hand, when appointed as						
such	5	7 6
Deck hand	5	5 0
Fireman	5	7 6

Increase in Rates of Remuneration.

3. All rates of remuneration, including time and piece wages and overtime and other special payments provided for in this award, shall be subject to the provisions of the general order dated 9th August, 1940, under the Rates of Wages Emergency Regulations 1940, increasing rates of remuneration by an amount equal to 5 per cent. thereof.

Hours of Work.

4. The ordinary hours of labour when employed in the Harbour of Wellington shall not be more than eight in a day, to be worked between 8 a.m. and 5 p.m. Monday to Friday (both inclusive), and on Saturday the ordinary hours shall not be more than four, to be worked between 8 a.m. and noon.

Overtime.

5. Except as otherwise herein provided, all work done outside or in excess of the daily hours prescribed in clause 4 hereof shall be paid for at the rate of time and a half.

Any worker ordered for work between 7 p.m. and 7 a.m. or on a Saturday afternoon, shall be paid a minimum of two hours at the appropriate rate.

Travelling-time.

6. (a) When seamen are required to proceed to their work on a tug lying at a berth over one and a half miles distant from the usual berth at which the men commence their duties they shall be compensated for travelling by payment of 1s. 6d. per day.

(b) When a seaman is required to commence or finish work at times outside his ordinary hours of work and when his usual means of transport is not available, he shall be conveyed to and from his home at the employer's expense.

Meal-hours.

7. (a) The recognized meal-hours shall be—

Breakfast	.. ..	7 a.m. to 8 a.m.
Dinner	.. ..	12 noon to 1 p.m.
Tea	.. ..	5 p.m. to 6 p.m.
Supper	.. ..	10 p.m. to 11 p.m.

(b) Workers shall, if required, work during meal-hours and shall be paid at the rate of time and a half for the portion thereof worked, with a minimum payment of half an hour, but if the half-hour is exceeded then a full hour shall be paid for.

Term of Employment.

8. (a) The employment shall be a weekly one, and one week's notice of termination of the employment shall be given by either party, except in the case of drunkenness or misconduct, when the worker may be instantly dismissed.

(b) Wages shall be paid weekly, not later than Thursday, and in the employer's time.

Holidays.

9. (a) The holidays shall be Sundays, New Year's Day, Anniversary Day, Good Friday, Easter Monday, Anzac Day, birthday of the reigning Sovereign, Labour Day, Christmas Day, Boxing Day, and Seamen's Union picnic day.

(b) All work done on Sundays shall be paid for at the rate of double time in addition to the ordinary weekly wages, and all work done on any other of the above-mentioned holidays shall be paid for at the rate of time and a half in addition to the ordinary weekly wages.

Annual Holiday.

10. (a) On the completion of twelve months' continuous service each seaman shall be entitled to a holiday of two weeks on full pay.

(b) If a worker is discharged or leaves his employment before his holidays are due, he shall be entitled to a holiday on a *pro rata* basis on the service rendered in that year.

Boiler-work.

11. Where a seaman is employed working inside a boiler or furnace he shall be paid 1s. 3d. per hour extra payment, ordinary and overtime, for such work. The minimum payment for such work to be one hour.

Miscellaneous.

12. A fireman shall be allowed a minimum of one hour to raise steam, a minimum of half an hour for warming up the engine, and a minimum of half an hour to bank fires.

Workers to be Members of Union.

13. The employer shall in the engagement or subsequent employment of seamen on tugs give preference to those members of the Federated Seamen's Union of New Zealand Industrial Association of Workers who are not more than one month in arrears with their subscriptions to the said union.

Should there not be sufficient numbers of such members available when required, then and in such case the employer may engage or employ other men, conditionally that they shall become and remain members of the said union during the currency of their employment.

The employer may employ any members of the union at work in a tug out of commission, provided such members have served or are to serve on tugs in commission owned by the employer.

Matters not provided for.

14. If a dispute shall arise between the parties to this award upon any matters arising out of or in connection with this award and not specifically dealt with therein, it shall be referred to a committee comprised of two representatives of the union and two representatives of the employers, who shall appoint an independent chairman for decision. The decision of a majority of this committee shall be binding, except that any party adversely affected thereby shall have the right, within fourteen days after the decision is given, to appeal against the decision to the Court of Arbitration, which may amend the decision in any way as, after hearing the parties, it may consider necessary or desirable.

Scope of Award.

15. This award shall apply to tug-boats owned and operated by the Union Steam Ship Co. of New Zealand, Ltd., at Wellington.

Term of Award.

16. This award shall come into force on the 8th day of December, 1941, and shall continue in force until the 8th day of December, 1942.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the Court hath hereunto set his hand, this 5th day of December, 1941.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM.

The matters referred to the Court related to wages, over-time rate, payment for work during meal-hours, holidays, payment for work done on Sundays and holidays, and annual holiday.

With regard to wages, the advocate for the workers submitted that the same rates should be prescribed as have been paid to similar workers for a period of four years on the tug "Toia" owned by the Wellington Harbour Board. In that case the said rates were originally agreed upon between the employers and the workers concerned, but the Court is not prepared to include similar rates in the award now being issued.

The disparity which previously existed, however, has been reduced, and the rates now awarded bear more than favourable comparison with the rates paid to similar workers on other tugs operating in the Dominion.

Mr. Prime does not agree with the decision of the majority, and his dissenting opinion follows.

A. TYNDALL, Judge.

DISSENTING OPINION OF MR. PRIME.

Prior to October, 1938, the terms of employment for workers covered by this award were agreed upon between the parties. In October, 1938, the conditions of employment, apart from wages, were again agreed on, the Court being asked to fix the wage. This the Court did by awarding an increase of 10s. per week on the previously agreed upon rate, all the circumstances relating to the employment obviously being taken into consideration. Now, without any change in the nature of the work, but with some slight alterations in conditions of employment in favour of the worker, further increases of 5s. and 7s. 6d. per week are awarded. I fail to see any sound reason for assessing wages-rates at 15s. to 17s. 6d. a week higher than in 1938, especially as the 5 per cent. general order of last year makes the actual increases £1 0s. 3d. and £1 2s. 10d. a week.

AUCKLAND GLASSWORKS EMPLOYEES (METAL TRADES).—
INDUSTRIAL AGREEMENT.

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, this 22nd day of November, 1941, between the N.Z. Glass Manufacturers Co. Proprietary, Ltd., Penrose, S.E. 6, of the one part, and the Northern Industrial District Amalgamated Engineering, Coachbuilding, and Related Trades' Industrial Union of Workers, Trades Hall, Auckland C. 1 (hereinafter referred to as "the union"), of the other, witnesseth that it is hereby agreed by and between the parties hereto as follows:—

1. That the terms, conditions, stipulations, and provisions contained and set out in the schedule hereto shall be binding upon the said parties, and they shall be deemed to be and are hereby incorporated in and declared to form part of this agreement.

2. The said parties hereto shall respectively do, observe, and perform every matter and thing by this agreement and by the said terms, conditions, stipulations, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this agreement or of the said terms, conditions, stipulations, and provisions, but shall in all respects abide by and perform the same.

SCHEDULE.

Application of Agreement.

1. This agreement shall cover all metal-trades men and their assistants employed in or about the company's works.

Hours of Work.

2. Except as hereinafter provided, the hours of work shall be from 7.30 a.m. to 4 p.m. each day from Monday to Friday inclusive, half an hour being allowed each day for a meal.

Overtime.

3. All work done outside of or in excess of the hours mentioned in clause 2 hereof shall count as overtime, and shall be paid for at the rate of time and a half for the first four hours and double time thereafter. No worker shall be compelled to work more than five hours without an interval for a meal.

Wages.

4. The minimum rates of wages for the following workers shall be:—

				Per Hour.		
				s.	d.	
Tradesmen	..	..	..	2	9	
Blacksmith's striker	..	..	..	2	6½	
Machinists	..	..	..	2	6½	
Process workers	..	..	..	2	5½	
Metal-workers' assistants	..	..	..	2	4½	

Welding-allowance, 1s. 6d. per day extra.

Heat allowance, double ordinary rates at work where heat exceeds 110 degrees Fahrenheit.

Rates of Wages for Boys and Youths.

5. The minimum wages of boys and youths shall be as follows:—

				Per Week.		
				£	s.	d.
16 to 16½ years of age	..	..	..	1	5	0
16½ to 17 years of age	..	..	..	1	10	0
17 to 18 years of age	..	..	..	2	0	0
18 to 19 years of age	..	..	..	2	10	0
19 to 20 years of age	..	..	..	3	0	0
20 to 21 years of age	..	..	..	3	15	0

and thereafter the appropriate adult rate for the class of work they are called upon to perform.

Increase in Rates of Remuneration, &c.

6. (a) The rates of remuneration specified herein are subject to the general order of the Court of Arbitration dated 9th August, 1940, increasing all such rates by 5 per cent. as from the 12th August, 1940.

(b) No worker at present in receipt of a higher rate of wages than specified herein shall have his wages reduced by reason of this agreement.

Holidays.

7. (a) Five consecutive working-days' holiday per annum on full pay shall be granted to workers who have been in the employer's service for a period of one year.

(b) Such holiday shall be given and taken within a period of two months after the completion of twelve months' service.

(c) If any worker completes at least six months' but less than twelve months' continuous service, such worker shall be entitled to a proportionate allowance for holidays. The qualifying period for holidays shall be deemed to commence from the 7th day of July, 1941, for all workers who were employed by the company on that date.

(d) Any worker entitled to holidays shall receive payment for same prior to commencing the holidays.

(e) The worker shall be entitled to the following additional holidays with pay—viz., New Year's Day, Anniversary Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Christmas Day, Boxing Day, and the birthday of the reigning Sovereign. Should a worker be required to work on any such day or Sundays he shall receive payment at double time rates.

Disputes.

8. (a) Where any clause or condition of the current Metal Trades' award is by either party deemed applicable to workers covered by this agreement, conditions not less favourable than the said award shall apply to all workers covered by this agreement.

(b) The essence of this agreement being that the work of the employer shall not on any account whatsoever be impeded, should a dispute arise on any matter whatsoever, a Disputes Committee shall be set up comprising two representatives of both employers and workers, who shall decide the matter. Failing a decision in this manner, the Conciliation Commissioner for the district shall be appointed Chairman of the Committee, and a majority decision of this Committee shall be binding on all parties, except that any party adversely

affected thereby shall have the right, within fourteen days after the decision is given, to appeal against the decision to the Court of Arbitration, which may amend the decision in any way as, after hearing the parties, it may consider necessary or desirable.

Workers to be Members of the Union.

9. Court's usual clause.

Access to Workshops.

10. The union secretary shall be allowed access to the workshop with the consent of the employer, which consent shall not be unreasonably withheld, at any time when on union business, but not so as to interfere unreasonably with the employer's business.

Term of Agreement.

11. This agreement shall continue in force until the 7th day of July, 1943.

Signed on behalf of the N.Z. Glass Manufacturers Co. Proprietary, Ltd.—

WALTER MEED KERNS, Manager.
F. LEASK, Engineer.

Signed on behalf of the Northern Industrial District Amalgamated Engineering, Coachbuilding, and Related Trades' Industrial Union of Workers—

[L.S.]

ALFRED GILBERT, President.
J. NEAL, Secretary.

NEW ZEALAND BUILDERS' LABOURERS, QUARRY WORKERS, TUNNELLERS, AND GENERAL LABOURERS.—AWARD.

[Filed in the Office of the Clerk of Awards, Wellington.]

In the Court of Arbitration of New Zealand, Northern, Taranaki, Wellington, Marlborough, Nelson, Westland, Canterbury, and Otago and Southland Industrial Districts.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments; and in the matter of an industrial dispute between the New Zealand Federated

Labourers and Related Trades' Industrial Association of Workers (hereinafter called "the union") and the under-mentioned persons, firms, and companies (hereinafter called "the employers") :—

A copy of the list of the parties is filed with the Clerk of Awards, Wellington; and may also be seen at any office of the Department of Labour.

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the above-mentioned dispute, and having heard the union by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, doth hereby order and award :—

That, as between the union and the members thereof and the employers and each and every of them, the terms, conditions, and provisions set out in the schedule hereto and of this award shall be binding upon the union and upon every member thereof and upon the employers and upon each and every of them, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this award; and, further, that the union and every member thereof and the employers and each and every of them shall respectively do, observe, and perform every matter and thing by this award and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this award or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same. And the Court doth hereby further award, order, and declare that any breach of the said terms, conditions, and provisions set out in the schedule hereto shall constitute a breach of this award, and that a penalty as by law provided shall be payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect on the 22nd day of December, 1941, and shall continue in force until the 22nd day of December, 1943, and thereafter as provided by subsection (1) (d) of section 89 of the Industrial Conciliation and Arbitration Act, 1925.

In witness whereof the seal of the Court of Arbitration hath hereto been affixed, and the Judge of the Court hath hereunto set his hand, this 19th day of December, 1941.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE.***Interpretation.***

1. This award shall apply to workers (other than tradesmen or workers covered by any other award or industrial agreement) employed in the building and contracting and allied industries, and on all civil engineering projects, or on road formation, site-clearing, general labouring work, or in quarries; handling or working with sand, scoria, stone, lime, cement, bricks, timber, clay, pipes, or other building-materials, and including any work in connection with the treatment or alteration of any building already erected, partly erected, demolished, or partly demolished.

Hours of Work.

2. (a) Except where otherwise specified, the week's work shall not exceed forty hours—eight hours per day, to be worked between 7.30 a.m. and 5 p.m. from Monday to Friday, both days inclusive.

(b) When it is necessary to prepare material for work before the usual hour of commencing work the employer may employ workers to do such necessary work for not more than half an hour before that time at the ordinary rate of pay. This subclause shall apply to all workers coming within the scope of this award.

(c) The hours of work for workers employed at work in connection with the construction of tennis-courts, paths, and roadways of asphalt or other bituminous materials, or in connection with the top-dressing of tennis-courts, paths, and roadways with asphalt or other bituminous materials, may be varied to suit the seasonable nature of the business, but in no case shall the work commence before 7 a.m. without payment of overtime. Any time worked after 5 p.m. shall be considered overtime. The majority of such workers on a job under this subclause may agree with the employer to make up time lost through weather conditions, each six days (except Sundays and holidays) to stand by themselves. Payment therefor shall be made at the rates prescribed in clause 4 hereof.

Shifts on Tunnel-work.

3. (a) Notwithstanding the provisions of clauses 2 (a) and 6 of this award, two or more shifts covering a period of twenty-four hours may be worked from Monday to Saturday inclusive on tunnel-work as defined in clause 4 (h).

Subject to subclause (b) hereof each shift shall not exceed eight hours, including half an hour crib-time, and five shifts shall constitute a week's work.

Workers employed on afternoon and night shifts shall be paid 2s. per shift in addition to their ordinary rate of pay.

Any time worked in excess of the usual shift hours worked by workers employed under this clause shall be deemed to be overtime and shall be paid for at the rate of time and a half for the first four hours and double time thereafter.

This clause shall apply only where shifts are worked on five or more consecutive working-days.

(b) Six hours shall constitute a day's work in tunnel-work when workers are working in wet places or foul air. Workers employed under this subclause shall be paid for each shift of six hours as if eight hours had been worked. A "wet place" shall mean a place where a worker has to stand in not less than 2 in. of water or where water other than rain is dripping on him.

Wages.

4. (a) The minimum rate of wages for workers covered by this award shall be 2s. 4d. per hour.

(b) Workers employed underground or employed at pick-and-shovel work, sewer-work, kerbing and channelling work, laying and cleaning drains, loading and unloading cement, sand, spoil, shingle, pipes, iron, steel, or building-materials, 2s. 4d. per hour.

(c) Workers engaged in feeding concrete-mixers or handling, mixing, or spreading wet concrete shall be paid 2s. 5½d. per hour.

(d) Quarry-work: Certified men using explosives, 2s. 6d. per hour. Facemen required to work with ropes, 2s. 5d. per hour. All other workers employed in or about the quarry, 2s. 4½d. per hour.

(e) Workers in charge of the measuring, cutting, and bending of steel for reinforced concrete shall be paid 2s. 6d. per hour.

(f) Asphalt and tar workers, 2s. 6d. per hour.

(g) Riggers and gear-runners, also workers engaged in, or actually assisting in, the erection and dismantling of scaffolds shall be paid, whilst so employed, not less than 2s. 7d. per hour.

(h) Tunnelmen and timbermen, 2s. 7d. per hour. "Tunnel-work" shall be deemed to mean any underground excavation that is over 15 ft. in length or that requires timbering overhead.

(i) Threepence per hour additional shall be paid to crane dog-men. Power-crane men and power-winch men operating winches of 10 horse-power or more shall be paid 2d. per hour extra.

(j) Twopence per hour additional shall be paid to compressor men and to men using power-vibrators, pneumatic hammers or drills, mechanical rammers, borers, and breakers; and when working in quarries or tunnels, 3d. per hour extra.

(k) Two shillings per day, or part thereof, additional shall be paid to men cleaning or clearing blocked sewers or drains, or working in defective sewers or foul drains, or coming in contact with faecal or sewerage matter.

(l) Workers engaged in the demolition of or repair to any building or fittings destroyed or damaged by fire which necessitates the handling of charred timber shall be paid 2d. per hour additional.

(m) Workers engaged in demolition work shall be paid 1½d. per hour additional.

(n) Workers employed in sinking shafts, sumps, pier-holes, or working in trenches over 6 ft. in depth shall be paid the following extra payments: Over 6 ft. and up to and inclusive of 12 ft., 2d. per hour extra; over 12 ft. and up to and inclusive of 20 ft., 3d. per hour extra; over 20 ft., the last-mentioned rate plus 1d. per hour additional for every 7 ft. over 20 ft.

(o) Foremen or leading hands in charge of four or more workers shall receive 1s. per day additional to the rates prescribed in this clause.

(p) Workers who at the coming into force of this award are in receipt of a higher rate of pay than that prescribed herein shall not have their wages reduced while the present employment continues.

Payment of Wages.

5. (a) Wages shall be paid weekly and immediately after ceasing work on the regular pay day, which shall not be later than Thursday. All waiting-time shall be paid for.

(b) On country work wages may be paid as agreed.

(c) When a worker is discharged he shall be paid without delay, and when a worker leaves a job he shall, on demand, be paid within twenty-four hours of leaving. All waiting-time beyond the prescribed time shall be paid for at ordinary rates.

Overtime.

6. (a) All time worked in excess of the daily hours fixed in clause 2 of this award shall count as overtime, and shall be paid for at the rate of time and a half for the first four hours and double time thereafter.

(b) Any time worked before the usual commencing-time or after 5 p.m. on five days of the week and on Saturdays before 12 noon shall be considered overtime, and shall be paid for in accordance with the rate fixed in subclause (a) hereof.

For the purposes of this clause the usual commencing-time shall be the recognized commencing-time of work on the job.

(c) Any work done after 12 noon on Saturdays shall be paid for at double time rates.

(d) When men start work before the usual time for commencing work to attend to pumps or other essential work they shall be paid overtime for such periods at the rate of time and a quarter, provided that the total hours worked do not exceed eight per day. If, in addition to the early start, such men work the full eight hours, the excess hours shall be paid for at the rate of time and a half.

(e) In the case of men who have not worked through the day and commence work after the usual time for ceasing work, they shall be paid at the rate of time and a quarter for the first three hours, time and a half for the next five hours, and double time thereafter.

(f) Any time worked in excess of four and a half hours without an interval of half an hour for a meal shall be paid for at overtime rates.

(g) The employers shall endeavour to restrict overtime work if there are any members of the union out of work and available at the time, and the union shall undertake, on request, to supply any labour that may be available.

Holidays.

7. (a) The following shall be the recognized holidays which shall be paid for at ordinary rates, except when the holiday falls on a day other than an ordinary working-day:

New Year's Day, Good Friday, Easter Monday, Anzac Day, Labour Day, the birthday of the reigning Sovereign, Christmas Day, and Boxing Day.

(b) The employer shall pay wages for the above holidays to all workers performing work coming within the scope of this award who have been employed by him at any time during the fortnight ending on the day on which the holiday occurs.

(c) Where any worker has been employed upon work coming within the scope of this award by more than one employer during the fortnight ending on the day on which any of the above holidays occurs, he shall be entitled to receive payment for the holiday from such one or more of those employers, and if more than one, in such proportions as the Inspector of Awards determines.

(d) In the event of a holiday other than Anzac Day falling on a Sunday, such holiday shall be observed on the succeeding Monday and, in the event of another holiday falling on such Monday, such other holiday shall be observed on the succeeding Tuesday.

(e) Except as otherwise provided, any work done on any of the above holidays or on Sundays shall be paid for at double time rates.

(f) Nothing in this award shall prevent the majority of the workers on a job, after consultation with the union, agreeing with the employer to make up time lost through wet weather, each week to stand by itself. Payment therefor shall be made at the rates prescribed in clause 4 hereof.

Men working in Cylinders under Compressed Air.

8. The rate of pay and conditions for men working in cylinders under compressed air shall be as agreed upon between the union and the employer for each job.

General Provisions.

9. (a) Any worker working with pumice, charcoal, or silicate, or other insulating-material in connection with insulation work in confined or unventilated spaces, or where the air is impregnated with the dust of any materials, or employed in the freezing-chambers or cool storage where

the temperature is 40 degrees Fahrenheit or less, shall be paid 2s. per day extra while so employed, and shall be allowed ten minutes' spell after two hours have been worked continuously, without any deduction from wages.

(b) All repairs inside bakers' ovens, retorts, and furnaces (old work) shall be paid for at time and a half rates, and work where the heat exceeds 110 degrees Fahrenheit done during ordinary working-hours shall be paid for at double time rates, and if done outside ordinary working-hours or on Sunday or holidays, treble time rates shall be paid and clause 5 (Overtime) hereof shall not apply.

Suburban Work.

10. (a) "Suburban work" shall mean work (other than "country work") performed elsewhere than at the shop of the employer, and irrespective of where the engagement takes place.

Workers employed on suburban work distant more than one and a half miles from the central points hereinafter specified shall either proceed to and from such work or they shall be conveyed to and from such work at the expense of the employer, as the employer shall determine. Time reasonably occupied by the workers in travelling, or time occupied in conveying the workers to and from such work beyond the one and a half miles or beyond the worker's home, whichever is the less, shall be allowed and paid for by the employer. No worker residing less than one and a half miles from the place where the work is to be performed shall be entitled to the allowance mentioned in this clause. For the purpose of this clause all distances shall be measured by the nearest convenient mode of access for foot-passengers.

The central points hereinbefore referred to are:—

- (i) In the case of the city of Auckland and the boroughs of Newmarket, Onehunga, New Lynn, Mount Albert, Mount Eden, One Tree Hill, and Ellerslie, the corner of Symonds Street and Khyber Pass;
- (ii) In the case of the city of Wellington, the Te Aro Post-office;
- (iii) In the case of the city of Christchurch and the borough of Riccarton, Cathedral Square;
- (iv) In the case of the city of Dunedin and the borough of St. Kilda, the corner of Princes Street and High Street;

- (v) In the case of the borough of Greymouth, the Greymouth Main School, Tainui Street:
 - (vi) In the case of the borough of Hokitika, the Main School:
 - (vii) In the case of the city of Wanganui, the 'corner of Ingestre Street and The Avenue:
 - (viii) In the case of any city or town or borough other than the foregoing, the chief or principal post-office in such other city or town or borough:
 - (ix) The central points specified in the foregoing paragraphs (i) to (viii) apply where the employer has a shop, office, store, or other recognized place of business in any of the places mentioned therein apart from any shop, office, or store established at, on, or in connection with any separate contract carried on by him. Where an employer has no such shop, office, store, or other recognized place of business, the central point shall be (a) if the place where the work is to be performed is in any of the areas mentioned in paragraphs (i) to (vii), the point specified in the appropriate paragraph; or (b) if the place where the work is to be performed is in any other city or town or borough or elsewhere, the chief or principal post-office in the city or town or borough in or nearest to which the worker employed by him resides:
 - (x) In each of the seven areas mentioned in paragraphs (i) to (vii) above and in each city, town, or borough coming within paragraph (viii) above, only one shop, office, store, or other recognized place of business shall be regarded as the shop of any one employer for the purposes of the definition of "suburban work."
- (b) If any worker is required to use the ferry for the purpose of going to or returning from any place outside his employer's shop where the work is to be done, his fare shall be paid by the employer.

Country Work.

11. (a) "Country work" means work done by a worker in such a locality as to necessitate his sleeping elsewhere than at his genuine place of residence in New Zealand.

(b) The provisions herein contained relative to country work shall apply whether or not the worker, prior to his accepting such country work, is already in the service of the employer, and whether the worker is engaged at the place where the work is to be done or elsewhere, and irrespective of the situation of the employer's usual place of business.

(c) The employer shall convey the worker free of charge, or pay his fare, to and from country work, but once only during the continuance of the work. If, however, the worker is withdrawn from such work by the employer, or if he returns therefrom requiring medical attention in consequence of accident or sickness arising out of and in the course of the employment, and is, in either case, again required on the work, the employer shall again convey him or pay his fare to and from such work.

(d) Time occupied in travelling during the ordinary working-hours, once each way, shall be paid for at ordinary rates.

(e) The employer shall either provide the worker while on country work with suitable board and lodging or, in lieu thereof, pay him for each day of the week other than Sunday the sum of 5s.: Provided that, where through circumstances within the control of the employer a worker is employed upon country work for less than six consecutive days, the employer shall provide such board and lodging and may not elect to make such payment in lieu thereof. Suitable board and lodging shall include the providing of mattresses and stretchers.

(f) When the work is situated less than fifty miles from the employer's place of business, the worker shall be refunded his return railway fare to and from the place of engagement once every four weeks during the continuance of the work. When the work is situated over fifty miles from the employer's place of business the refund shall be made once in each three months.

(g) Notwithstanding anything contained herein, and subject to clause 7 (e) hereof, an employer may agree in writing with any worker that in respect of any specified country work the hours of work shall be other than those hereinbefore prescribed: Provided, however, that all time worked outside or in excess of such prescribed hours shall be considered overtime, and shall be paid for at the rate of 1d. per hour in addition to the ordinary rates.

Accommodation.

12. (a) Each employer shall provide, where reasonably necessary, accommodation to the satisfaction of the Inspector of Awards to enable workers to change and dry their clothes and have their meals. Except in exceptional cases, no lime, cement, or tools shall be stored in the accommodation provided. The employer shall also provide proper sanitary accommodation.

(b) Where the Inspector of Awards considers it practicable reasonable ablution facilities shall be established on all jobs.

(c) Boiling water shall be provided at meal-times and for refreshment respite.

Accident.

13. A modern first-aid emergency case, fully equipped, shall be kept by each employer in a convenient and accessible position in every place where the Inspector of Awards shall deem it necessary.

Tools.

14. All tools shall be supplied by the employer.

Wet Places.

15. Gum boots shall, where necessary, be supplied by the employer when the workers are working in water, slush, or in wet concrete over 1 in. in depth, and workers engaged in such places shall be paid 9d. per day additional on ordinary rates whilst working in such wet places.

Stoppage of Work.

16. (a) Any worker attending at the place of work and being stood down by reason of there being no work (other than on account of weather conditions) shall receive two hours' pay at ordinary rates unless previously notified that his services were not required for that day. In the case of work not proceeding at the commencement of the day owing to bad weather conditions workers so attending shall be paid for one hour.

(b) If men are required by the employer to stand by in wet weather, they shall be paid half ordinary rates for the first thirty minutes, and ordinary time thereafter, until definitely stopped.

Travelling-expenses.

17. Any worker required to commence work after the cessation of public wheeled traffic or before the ordinary time of starting such traffic, and any worker who may work

continuously until after the cessation of public wheeled traffic and cease work before the ordinary time of starting such traffic, shall be paid for time occupied in travelling to and from his home computed on three miles per hour, at ordinary rates of pay. If a conveyance is provided for the worker by his employer, he shall not be entitled to payment for travelling-time. For the purpose of this award "public wheeled traffic" shall mean trams, buses, trains, or ferries ordinarily used by workers travelling to or from their work.

Tar or Bitumen Work.

18. (a) Men engaged in using tar, bitumen, crude oil, bituminous emulsions, creosote, or any similar substances, shall be supplied with gloves, overalls, gum boots, or other protective materials, cotton waste, and coconut oil.

(b) Where any worker commences to use any of the above-mentioned materials he shall be paid the prescribed rates for the remainder of the day irrespective of the time he is engaged.

(c) Five minutes at lunch-time and ten minutes at knock-off time shall be allowed to these men to wash and change.

Piecework.

19. Workers covered by this award shall be prohibited from working piecework, except in the case of mutual agreement between the workers' union and the employer's union.

Meal-money.

20. (a) The employer shall allow meal-money at the rate of 1s. 9d. per meal when workers are called upon to work one hour or later after their usual daily time of knocking off: Provided such workers cannot reasonably get home for their meals; and provided further they have not been notified of such overtime on the day preceding the day on which they are required to work overtime.

(b) Men shall work during the regular meal-times if required to do so by the employer, and shall be paid time and a half rates for the time so worked: Provided that in no case shall a man be employed for more than five hours without being given the time usually allowed for a meal.

Disputes.

21. The essence of this award being that the work of the employers shall not on any account whatsoever be impeded but shall always proceed as if no dispute had arisen, it is provided that if any dispute or difference shall arise between the parties bound by this award, or any of them, as to any matter whatsoever arising out of or connected therewith and not dealt with in this award, every such dispute or difference shall be referred to a National Disputes Committee to be composed of two representatives of each side, together with an independent chairman to be mutually agreed upon or, in default of agreement, to be appointed by a Conciliation Commissioner. Should either party fail to appoint representatives to the National Disputes Committee, either party may refer the matter in dispute to a Conciliation Commissioner, who may either decide the matter or refer the matter to the Court. In the event of the National Disputes Committee failing to agree, the matter shall be referred to the Court. In the event of the National Disputes Committee coming to a decision, either side shall have the right of appeal to the Court against the decision of the Committee or the decision of the Commissioner, and written notice of such appeal shall be given to the other side within fourteen days after such decision has been made known to the party desirous of appealing.

Refreshment.

22. Employers shall allow a hot drink to be prepared and partaken during the morning, provided there shall be no complete cessation of work.

Time-sheets.

23. A time-sheet showing the daily ordinary and overtime hours worked by each employee shall be kept by the employer and signed by the employee at the conclusion of the week's work.

Workers to be Members of Union.

24. (a) It shall not be lawful for any employer bound by this award to employ or to continue to employ in any position or employment subject to this award any adult person who is not for the time being a member of an industrial union of workers bound by this award or who is not for the time being a member of a trade-union which was registered

as such before the 1st day of May, 1936, and which is bound by this award: Provided, however, that any non-unionist may be continued in any position or employment by an employer bound by this award during any time while there is no member of a union bound by this award who is available to perform the particular work required to be done and is ready and willing to undertake it.

(b) For the purposes of subclause (a) of this clause a person of the age of eighteen years or upwards, and every other person who for the time being is in receipt of not less than the minimum rate of wages prescribed by this award for workers of the age of twenty-one years and upwards, shall be deemed to be an adult.

(NOTE.—Attention is drawn to subsection (4) of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, which gives to workers the right to join the union.)

Under-rate Workers.

25. (a) Any worker who considers himself incapable of earning the minimum wage fixed by this award may be paid such lower wage as may from time to time be fixed, on the application of the worker after due notice to the union, by the local Inspector of Awards or such other person as the Court may from time to time appoint for that purpose; and such Inspector or other person in so fixing such wage shall have regard to the worker's capability, his past earnings, and such other circumstances as such Inspector or other person shall think fit to consider after hearing such evidence and argument as the union and such worker shall offer.

(b) Such permit shall be for such period, not exceeding six months, as such Inspector or other person shall determine, and after the expiration of such period shall continue in force until fourteen days' notice shall have been given to such worker by the secretary of the union requiring him to have his wage again fixed in manner prescribed by this clause: Provided that in the case of any person whose wage is so fixed by reason of old age or permanent disability it may be fixed for such longer period as such Inspector or other person shall think fit.

(c) Notwithstanding the foregoing, it shall be competent for a worker to agree in writing with the president or secretary of the union upon such wage without having the same so fixed.

(d) It shall be the duty of the union to give notice to the Inspector of Awards of every agreement made with a worker pursuant hereto.

(e) It shall be the duty of an employer, before employing a worker at such lower wage, to examine the permit or agreement by which such wage is fixed.

Right of Entry.

26. The secretary or other authorized officer of the union shall be entitled to enter at all reasonable times upon the premises or job of any employer bound by this award for the purpose of interviewing any workers (with the consent of the employer or his representative, such consent not to be unreasonably withheld), but not so as to interfere unreasonably with the employer's business.

Increase in Rates of Remuneration.

27. All rates of remuneration, including time and piece wages and overtime and other special payments provided for in this award, shall be subject to the provisions of the general order dated 9th August, 1940, under the Rates of Wages Emergency Regulations 1940, increasing rates of remuneration by an amount equal to 5 per cent. thereof.

Display of Award.

28. Wherever reasonably possible the employer shall display on each job and in a conspicuous place a copy of this award.

Application of Award.

29. This award shall apply to the original parties named herein, and shall extend to and bind as subsequent party hereto every trade-union, industrial union, industrial association, or employer who, not being an original party hereto, is, when this award comes into force or at any time whilst this award is in force, connected with or engaged in the industry to which this award applies within the industrial districts to which this award relates.

Scope of Award.

30. This award shall operate throughout the Northern, Taranaki, Wellington, Nelson, Marlborough, Westland, Canterbury, and Otago and Southland Industrial Districts.

Term of Award.

31. This award shall come into force on the 22nd day of December, 1941, and shall continue in force until the 22nd day of December, 1943.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the Court hath hereunto set his hand, this 19th day of December, 1941.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM.

The matters referred to the Court related to wages, holidays, general provisions (duco work), suburban work, country work, rate for work in wet places, stoppage of work, engagement and termination, time-sheets, conditions of work for civil engineering major projects, and term of award.

The Court by a majority has decided to make provision in the award for payment for statutory holidays, a practice which is compulsory for workers under the Factories Act, but which is also provided for in a great number of awards and industrial agreements covering workers employed elsewhere than in factories. The contention that time lost through holidays forms portion of the total lost working-time which has been taken into consideration by the Court in the past in fixing the standard hourly rates of wages for casual workers loses force when it is pointed out that employers in the building trade have agreed to pay the standard hourly rate to those of their workers who, being employed under cover in factories, lose no time or very little time on account of weather conditions and who, nevertheless, are assured of payment for statutory holidays by virtue of the provisions of the Factories Act. When such workers are entitled to payment for holidays, even though they are in receipt of the standard hourly rate for casual workers, it would appear reasonable to make similar provision for other hourly workers in the same industry whose employment is just as casual, if not more so, than that of the factory workers referred to.

With regard to shift-work in tunnels, the allowance of 2s. per shift is not to be regarded as a precedent of general application, but is intended as a special recognition of the unusual conditions under which tunnellers work.

Mr. Monteith, while not formally dissenting, is not altogether satisfied with the special conditions prescribed for shifts on tunnel-work.

Mr. Prime is not in agreement with the decision of the majority on the question of payment for statutory holidays and date of coming into force, and his dissenting opinion is appended.

[L.S.]

A. TYNDALL, Judge.

DISSENTING OPINION OF MR. PRIME.

I look on the decision to award payment for statutory holidays in this case as a breach of an understanding which has existed for years regarding the Court's standard rates of wages. Loss of time through holidays has always been recognized as part of the total time lost by casual workers, and lost time as a whole has been one of the principal factors considered in fixing hourly rates of wages for casual workers. To award payment for holidays in addition to the standard rate of wages is in effect to make allowance for the same factor twice.

I wish also to enter the strongest possible protest against the date of coming into force of the award. It has for years been a recognized practice by the Court to fix the date of coming into force of Dominion awards at at least one week after the first Monday after the date on which the award is filed.

Employers are dependent on their organizations for details of new provisions in awards, and it is vitally necessary that ample time should be allowed for employers to scrutinise the new provisions and make preparation accordingly.

If the motive for making the date of coming into force be that there has been delay in issuing the award, then I point out that any delay has been entirely due to the actions of workers' representatives.

OTAGO AND SOUTHLAND TAILORS.—AWARD.

In the Court of Arbitration of New Zealand, Otago and Southland Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments; and in the matter of an industrial dispute between the Otago and Southland Operative Tailors' and Shop Tailoresses'

Industrial Union of Workers (hereinafter called "the union") and the undermentioned union, persons, firms, and companies (hereinafter called "the employers") :—

Dunedin Master Tailors' Industrial Union of Employers
(Mr. Ken Jenkins, Secretary), Princes Street, Dunedin.

Adam Smith, Tailor, 39 Moray Place, Dunedin.

Hendry, J., and Son, Tailors, George Street, Dunedin.

Brown Ewing, Ltd., Tailors, Princes Street, Dunedin.

Geddes, J. H., and Sons, Tailors, Dee Street, Invercargill.

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the above-mentioned dispute, and having heard the union by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, doth hereby order and award :—

That, as between the union and the members thereof and the employers and each and every of them, the terms, conditions, and provisions set out in the schedule hereto and of this award shall be binding upon the union and upon every member thereof and upon the employers and upon each and every of them, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this award; and, further, that the union and every member thereof and the employers and each and every of them shall respectively do, observe, and perform every matter and thing by this award and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this award or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same. And the Court doth hereby further award, order, and declare that any breach of the said terms, conditions, and provisions set out in the schedule hereto shall constitute a breach of this award, and that a penalty as by law provided shall be payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect as hereinafter provided, and shall continue in force

until the 30th day of June, 1943, and thereafter as provided by subsection (1) (d) of section 89 of the Industrial Conciliation and Arbitration Act, 1925.

In witness whereof the seal of the Court of Arbitration hath hereto been affixed, and the Judge of the Court hath hereunto set his hand, this 23rd day of December, 1941.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE.

Industry to which Award applies.

1. This award shall apply to all workers and to all employers engaged in the retail tailoring trade, whether partially or wholly engaged in the manufacture of bespoke garments.

"Bespoke" in this award shall mean "made to order and/or fitted on."

Hours of Work.

2. (a) The hours of work shall be forty per week.

(b) The above-mentioned hours shall be regulated by the employer between the hours of 8 a.m. and 5.30 p.m. on five days of the week, Monday to Friday inclusive, with one hour for lunch.

The starting and finishing times on any day may be varied by the Disputes Committee.

Wages.

3. (a) The minimum wage for men employed on weekly wages, including pressers, shall be £5 per week.

(b) No deduction shall be made from the weekly wage save for time lost through the worker's sickness, default, or slackness of work: Provided that in the case of slackness of work the minimum amount payable to the worker for any time worked during any one week shall not be less than one-half of his weekly wage.

(c) All wages shall be paid weekly.

(d) Pieceworkers shall be paid in accordance with the time statement attached to the Otago and Southland Tailors' award, dated the 8th day of December, 1938, and recorded in Book

of Awards, Vol. XXXVIII, p. 3944, at p. 3951. The said time statement shall, for the purposes of this award, be calculated at the rate of 1s. 8d. per hour. Pieceworkers employed making ladies' garments and military work shall be paid at the rate of 2s. 6d. per hour by the clock.

Increase in Rates.

4. All rates of remuneration, including time and piece wages and overtime and other special payments provided for in this award, shall be subject to the provisions of the general order dated 9th August, 1940, under the Rates of Wages Emergency Regulations 1940, increasing rates of remuneration by an amount equal to 5 per cent. thereof.

Overtime.

5. (a) All work performed beyond the hours prescribed in clause 2 hereof shall be considered overtime, and shall be paid for in accordance with the following scale:—

Weekly hands: From 6 p.m. until 9 p.m., time and a half, and thereafter double time; from 6 a.m. to 8 a.m., time and a half.

Pieceworkers: From 6 p.m. until 9 p.m., 10d. per hour extra, and thereafter at 1s. 8d. per hour extra; from 6 a.m. until 8 a.m., 10d. per hour extra.

(b) All work done on Saturday between the hours of 8 a.m. and 12 noon shall be paid at the rate of time and a half.

Holidays.

6 (a) The following shall be the recognized holidays: Christmas Day, Boxing Day, New Year's Day, Good Friday, Easter Monday, Anzac Day, Sovereign's Birthday, and Labour Day.

(b) No deduction from the wages of weekly hands shall be made for these holidays. Weekly hands shall be paid double time for work required to be done on any of the holidays herein prescribed.

(c) Weekly workers upon completion of a year's service from the 1st January, 1941, or from the date of commencing the employment, if such date is later than the 1st January, 1941, shall receive and be paid for a week's holiday in addition to the holidays set out in clause (a) hereof.

(d) If, after three months' continuous service from the period before stated, the employment is terminated for any reason other than the misconduct of the worker, a proportionate holiday or payment in lieu thereof shall be allowed or paid for.

(e) The holiday shall be given and taken at a time to be mutually agreed between the union and the employer concerned.

General Conditions.

7. (a) There shall be fair distribution by the employer of work among all operatives in each workroom. Where there are several workrooms used by the employer, the same shall be considered and included as one workroom for the purposes of this clause. During the slack season a turnboard shall be kept by the employer and employees.

(b) There shall be no distribution of work known as the "team system": Provided no journeyman is displaced thereby, a journeyman on a weekly wage may have the assistance of two male apprentices or two female workers or such other proportion as may be agreed upon from time to time by the Disputes Committee set up under clause 8 hereof.

(c) All work shall be done in the shop of the employer for whom or by whom the order is taken and shall be paid for according to the time statement hereto attached.

(d) All pressers shall be *bona fide* tailors subject to the provisions of this award.

(e) Cutting, trimming, and pressing off of all garments shall be done by a male worker.

Detail Disputes.

8. In the case of a dispute as to the interpretation of any of the clauses or provisions hereof, or of anything in the time statement, such dispute shall be referred to a joint committee consisting of two representatives of the union and two of the employers, to be appointed as occasion requires. Such representatives shall elect a chairman, who shall have a casting vote, and in default of their agreeing upon a chairman, the chairman shall be the Conciliation Commissioner for the district. The interpretation adopted by such committee shall be deemed to be the proper interpretation of the award, subject to any ruling of the Court.

Workers to be Members of Union.

9. (a) It shall not be lawful for any employer bound by this award to employ or to continue to employ in any position or employment subject to this award any adult person who is not for the time being a member of an industrial union of workers bound by this award or who is not for the time being a member of a trade-union which was registered as such before the 1st day of May, 1936, and which is bound by this award: Provided, however, that any non-unionist may be continued in any position or employment by an employer bound by this award during any time while there is no member of a union bound by this award who is available to perform the particular work required to be done and is ready and willing to undertake it.

(b) For the purposes of subclause (a) of this clause a person of the age of eighteen years or upwards, and every other person who for the time being is in receipt of not less than the minimum rate of wages prescribed by this award for workers of the age of twenty-one years and upwards, shall be deemed to be an adult.

(NOTE.—Attention is drawn to subsection (4) of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, which gives to workers the right to join the union.)

Extension of Hours under Factories Act.

10. Pursuant to the provisions of section 3 of the Factories Amendment Act, 1936, the limits of hours fixed by subsection (1) of that section are hereby extended upon the terms of this award in respect of every occupier of a factory bound or to be bound by this award.

Application of Award.

11. This award shall apply to the original parties named herein, and shall extend to and bind as subsequent party hereto every trade-union, industrial union, industrial association, or employer who, not being an original party hereto, is, when this award comes into force or at any time whilst this award is in force, connected with or engaged in the industry to which this award applies within the industrial district to which this award relates.

Scope of Award.

12. This award shall operate throughout the Otago and Southland Industrial District.

Term of Award.

13. This award, in so far as it relates to wages, shall be deemed to have come into force on the 3rd day of November, 1941, and so far as all the other conditions of this award are concerned it shall come into force on the day of the date hereof; and this award shall continue in force until the 30th day of June, 1943.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the Court hath hereunto set his hand, this 23rd day of December, 1941.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM.

The award embodies the terms of settlement arrived at by the assessors in Conciliation Council.

Wages have been made payable retrospectively in accordance with the agreement of the parties.

A. TYNDALL, Judge.

NEW ZEALAND (EXCEPT WESTLAND) STOREMEN AND PACKERS.—APPLICATION TO ADD PARTY TO AWARD.

In the Court of Arbitration of New Zealand, Wellington Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments; and in the matter of an application to add Adams Bruce, Ltd., Wellington, as a party to the New Zealand (except Westland) Storemen and Packers' award, dated the 27th day of June, 1940, and recorded in Book of Awards, Vol. XL, p. 860.

Award, Application of—Storemen and Packers—Workers employed as Packers in a Bakery—"Bakehouse Labourers," Definition of.

Application was made to add the company as a party to the Storemen and Packers' award in respect of its factory in which cake, pastry, biscuits, &c., were made and wherein packers were employed. The company was a party to the Bakers and Pastry-cooks' award in which the classification "packer" appeared, and which also provided for "bakers' labourers" who might perform any kind of unskilled work. The rules of the Baking Trades' Employees' Union concerned in the making of the award specified "a baker, pastrycook, bakehouse labourer, or home-made cake-kitchen employee,"

and it was contended by the applicant that the Bakers' Union had had no authority to act for "packers" in the baking industry. *Held*, That it had not been established that a packer in a bakehouse was not a bakehouse labourer nor that a packer was not eligible for membership of the Baking-trades' Employees' Union. Application refused.

JUDGMENT OF THE COURT, DELIVERED BY TYNDALL, J.

THIS is an application by the New Zealand Federated Storemen and Packers' and Warehouse Employees' Industrial Association of Workers to add Adams Bruce, Ltd., Cakemakers, Majoribanks Street, Wellington E.1, as a party to the New Zealand (except Westland) Storemen and Packers' award (Book of Awards, Vol. XL, p. 860).

Adams Bruce, Ltd., operates two factories in Wellington, one in Majoribanks Street, where cakes, pastry, biscuits, &c., are manufactured, and the other in College Street, where chocolates are made.

The Court was informed by Mr. Mountjoy at the hearing that the firm had no objection to being made a party to the New Zealand Storemen and Packers' award in respect to its College Street factory, but it opposed the application to add it as a party to the same award in respect of its Majoribanks Street factory, on the grounds that the workers in the said factory were covered by the Northern, Taranaki, Wellington, Westland, Canterbury, and Otago and Southland Bakers' and Pastrycooks' and their Labourers' award (Book of Awards, Vol. XXXVIII, p. 2049).

Mr. Miller, for the applicant association, contended that, although the classification "packer" appears in the Bakers' award, the membership rule of the Wellington Baking-trades' Employees' Industrial Union of Workers at the time the said award was made was not sufficiently wide in scope to include packers, and consequently the New Zealand Federated Bakers', Pastrycooks', and Related Trades' Employees' Industrial Association of Workers, which created the dispute prior to the making of the award, had no authority to act for packers in the bakery industry in the Wellington Industrial District.

The membership rule of the Wellington Baking-trades' Employees' Union (now deregistered) included the words "any person employed as a baker, pastrycook, bakehouse labourer, or home-made cake-kitchen employee other than a shop-assistant."

In the 1936 Northern, Wellington, and Canterbury Bakers' award (Book of Awards, Vol. XXXVI, p. 674), clauses 2 (a) and 2 (b) read as follows:—

2. (a) The minimum rates of wages shall be as follows:—

		Per Week.		
		£	s.	d.
Foreman baker or pastrycook	..	6	0	0
Journeyman baker and pastrycook	..	5	10	0
Baker's labourer	.. ..	4	10	0

(b) A bakehouse labourer shall not be employed in the actual manufacture of bread or small goods, but may perform any kind of unskilled work, including in assisting in working machines.

In the current Dominion Bakers' award (Book of Awards, Vol. XXXVIII, p. 2049) clauses 3 (a) and 3 (b) read as follows:—

3. (a) The minimum rates of wages shall be as follows:—

		Per Week.		
		£	s.	d.
Foreman baker or pastrycook	..	6	5	0
Journeyman baker and pastrycook	..	5	15	0
Baker's labourer	.. ..	4	15	0
Packer	.. ..	4	15	0

(b) A bakehouse labourer shall not be employed in the actual manufacture of bread or small goods, but may perform any kind of unskilled work, including in assisting in working machines.

In each of the above awards the term "baker's labourer" is specially defined in the clause dealing with "automatic bakeries," and in the same clause in each award it is expressly provided that subclause (b), quoted above, shall not apply to labourers employed in automatic bakeries.

Both bakehouse labourers in ordinary bakeries and pastry-cook establishments and bakers' labourers in automatic bakeries may, according to the award, perform any kind of unskilled work, and it will be noted that in the 1938 award the same wage is prescribed for a packer as for a baker's labourer. We are not at all satisfied that a packer in a bakehouse is not a bakehouse labourer for the purposes of the award, neither are we satisfied that a worker engaged in such an occupation was not eligible for membership of the defunct Wellington Baking-trade Employees' Union. In any case, from what information we can gather, it would appear that the work now performed by the workers known as packers was previously performed by bakehouse labourers.

We therefore do not propose to add Adams Bruce, Ltd., as a party to the New Zealand Storemen and Packers' award so far as their Majoribanks Street factory is concerned.

Dated this 22nd day of December, 1941.

[L.S.]

A. TYNDALL, Judge.

**AUCKLAND GLASS-WORKS' EMPLOYEES.—AGREEMENT UNDER
LABOUR DISPUTES INVESTIGATION ACT, 1913.**

THIS industrial agreement, made in pursuance of the Labour Disputes Investigation Act, 1913, this 20th day of December, 1941, between the New Zealand Glass-workers' Union (hereinafter called "the union"), of the one part, and the New Zealand Glass Manufacturers Co. Pty., Ltd., Penrose (hereinafter called "the employers"), of the other part, whereby it is mutually agreed by and between the parties hereto as follows:—

1. That the terms, conditions, stipulations, and provisions contained and set out in the schedule hereto shall be binding upon the parties, and they shall be deemed to be and are hereby declared to form part of this agreement.

2. The said parties hereto shall respectively do, observe, and perform every matter and thing by this agreement and by the said terms, conditions, stipulations, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this agreement or of the said terms, conditions, stipulations, and provisions, but shall in all respects abide by and perform same.

SCHEDULE.

Industry to which Agreement applicable.

The industry to which this agreement applies is the manufacture of glass bottles.

Hours of Work.

1. (a) The hours of work for all workers shall be forty per week, and shall not exceed eight in any one day, to be worked between the hours of 8 a.m. and 5 p.m., Monday to Friday inclusive.

(b) Notwithstanding the provisions of subclause (a) hereof, shift-workers shall work from 8 a.m. to 4 p.m., Monday to Friday; 4 p.m. to midnight, Monday to Friday; midnight to 8 a.m., Monday to Saturday. This subclause shall apply only to operators, operators' assistants, sorters, sorters' assistants, firemen, sand-washers, batch-mixers, and employees in the cardboard-box factory.

Wages.

2. (a) The following shall be the minimum rates of wages (including the 5 per cent. cost-of-living bonus allowed by the Arbitration Court in 1940) for all adult members of the

New Zealand Glass-workers' Union employed by the New Zealand Glass Manufacturers Co. Pty., Ltd., doing work covered by the award of the New Zealand Glass-workers' Union:—

	Per Week.		
	£	s.	d.
Operators and relieving operators (manufacturing department)	5	2	4
Operators' assistants (manufacturing department)	5	3	4
Man in charge operating single-facer and double-backer machines in cardboard-factory	5	8	4
Operator on rotary chopper, rotary scorer, and slitter, and rotary container machines	5	5	10
Sorters	5	7	10
Firemen	5	7	10
Yard hands, packers, batch-house hands, and all other workers not specified above ..	5	3	4

(b) A worker oiling machinery, cleaning floors, and performing general incidental duties of a like nature shall be deemed to be an operators' assistant in the manufacturing department: Provided, further, that one operators' assistant shall be employed to each three machines working. This subclause shall apply only to No. 1 and No. 2 tanks.

(c) All workers employed on afternoon and night shifts shall receive a shift allowance of 2d. per hour per shift over and above the rates prescribed in subclause (a) of this clause. This subclause shall not apply when workers are in receipt of overtime or holiday rates of wages.

Bonus Rates.

3. (a) Bonus rates for operators shall be as follows:—

- (i) Up to 6 oz. weight, 2d. per gross over 40 gross.
Over 6 oz. and up to 11 oz. weight, 1½d. per gross over 20 gross.
Over 11 oz. and up to 15 oz. weight, 2d. per gross over 20 gross.
Over 15 oz. and up to 27 oz. weight, 2d. per gross over 15 gross.
Over 27 oz. weight, 2d. per gross over 10 gross.
Over 40 oz. weight, 2d. per gross over 5 gross.
- (ii) Model "B" or "Baby" machine:—
Up to 2 oz. weight, 2d. per gross over 50 gross.
Over 2 oz. and up to 4 oz. weight, 2d. per gross over 40 gross.
Over 4 oz. weight, 2d. per gross over 30 gross.

- (iii) 1 oz. essence, plain and screw top, and 1 oz. "inks,"
2d. per gross over 70 gross.

(b) Press-and-blow machine bonus rates shall be as follows:—

- Up to 2 oz. weight, 2d. per gross over 50 gross.
Over 2 oz. and up to 6 oz. weight, 2d. per gross over 40 gross.
Over 6 oz. and up to 11 oz. weight, 1½d. per gross over 20 gross.
Over 11 oz. and up to 15 oz. weight, 2d. per gross over 20 gross.
Over 15 oz. and up to 27 oz. weight, 2d. per gross over 15 gross.
Over 27 oz. weight, 2d. per gross over 10 gross.

Youths.

4. Subject to the provisions of the Factories Act, youths may be employed in any department at the minimum rates of wages (inclusive of the 5 per cent. cost-of-living bonus allowed by the Arbitration Court in 1940):—

	Per Week.		
	£	s.	d.
Under sixteen years of age ..	1	2	6
Sixteen to seventeen years—			
First six months ..	1	9	0
Second six months ..	1	14	0
Seventeen to eighteen years—			
First six months ..	2	0	0
Second six months ..	2	6	0
Eighteen to nineteen years ..	2	11	0
Nineteen to twenty years ..	2	17	6
Twenty to twenty-one years ..	3	2	6
Thereafter the minimum rates:			

Provided that youths shall not be employed on any of the following adult jobs: Operators, operators' assistants, sorters, packers (except youths packing in corrugated cardboard), batch-house hands (except mixing-machine operators), general yard hands, sand-washer/s, single-facer operators or assistants in cardboard-factory, double-backer operators or assistants in cardboard-factory, sawyers, firemen: Provided, further, that one youth may be employed on each shift to assist the assistant operator in cleaning floors.

Overtime.

5. (a) Overtime shall be paid for at the rate of time and a half for the first three hours and double time thereafter. All overtime shall be calculated daily.

(b) Workers required to work at week-ends shall be notified not later than midday Friday of each week.

Holidays.

6. (a) The following shall be the recognized holidays: New Year's Day, Anniversary Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Christmas Day, Boxing Day, and the birthday of the reigning Sovereign.

(b) Work done on any of the above-mentioned holidays shall be paid for at the rate of double time in addition to the ordinary weekly wages.

(c) Work done on any Sunday shall be paid for at the rate of ordinary time in addition to the ordinary weekly wages.

(d) The provisions of section 14 of the Factories Amendment Act, 1936, as amended, shall apply to the holidays set out in this clause.

Annual Holidays.

7. (a) Sorters and firemen shall be allowed an annual holiday of two weeks on full pay on completion of each year of service, such service to be computed as from the expiry of the last qualifying period.

(b) All other workers shall be allowed an annual holiday of one week on full pay on completion of each year of service, such service to be computed as from the expiry of the last qualifying period.

(c) Should a worker resign or be discharged after six months' but less than twelve months' service, he shall be paid a *pro rata* amount for the time served.

General Conditions.

8. (a) The wages mentioned in this agreement, other than in clause 9, shall be weekly wages, and no deductions shall be made from same except for time lost through the worker's sickness, accident, or default.

(b) The working-week shall end at 5 p.m. on Tuesday of each week, and all wages shall be paid not later than Thursday of each week. In the case of operators and operators' assistants, the week shall end Sunday midnight.

(c) One week's notice of the termination of the engagement shall be given on either side: Provided that in the event of an accident to the plant no notice of the termination of the engagement shall be necessary.

(d) For the purpose of this agreement a holiday shall be deemed to commence at 8 a.m. and terminate at 8 a.m. the following morning.

(e) If a worker is required to work in any other department than his usual department, he shall be paid for the balance of the day at the rate prevailing in such department if such rate is higher than his usual pay.

(f) Adequate washing facilities and hot and cold showers shall be provided.

(g) Suitable shelter for cycles shall be provided.

(h) Boiling water for meals shall be provided.

(i) A modern first-aid emergency case, fully equipped, shall be kept in a convenient place in every works, also conveniences for a supply of hot water at short notice.

(j) Lockers shall be provided for all workers.

(k) Workers who report for work but are sent home before starting, to come back on another shift, shall be paid a minimum of two hours. Workers who commence work and are later sent home, to come back on another shift, shall be paid overtime rates for the time so served.

(l) Dirt-money at the rate of 1s. per day shall be paid in addition to the weekly rate to all employees while handling soda-ash in bags.

Casual Workers.

9. Workers engaged for less than one week shall be deemed to be casual workers, and shall be paid not less than the casual rate then prevailing.

Matters not provided for.

10. Any dispute in connection with any matter not provided for in this agreement shall be settled between the management and the secretary and/or the president of the union, and in default of any agreement being arrived at, then such dispute shall be referred to a local dispute committee presided over by a Chairman appointed by the Minister of Labour, whose decision shall be final.

Access to Works.

11. The employers bound by this agreement shall permit the secretary or other authorized officer of the union of workers to enter at all reasonable times (to be mutually

arranged between the employer and the union) upon the premises or works and there interview any workers, but not so as to interfere unreasonably with the employer's business.

Under-rate Workers.

12. (a) Any worker who considers himself incapable of earning the minimum wage fixed by this agreement may be paid such lower wage as may from time to time be fixed, on the application of the worker after due notice to the union, by the local Inspector of Awards or such other person as the Court may from time to time appoint for that purpose; and such Inspector or other person in so fixing such wage shall have regard to the worker's capability, his past earnings, and such other circumstances as such Inspector or other person shall think fit to consider after hearing such evidence and argument as the union and such worker shall offer.

(b) Such permit shall be for such period, not exceeding six months, as such Inspector or other person shall determine, and after the expiration of such period shall continue in force until fourteen days' notice shall have been given to such worker by the secretary of the union requiring him to have his wage again fixed in manner prescribed by this clause: Provided that in the case of any person whose wage is so fixed by reason of old age or permanent disability it may be fixed for such longer period as such Inspector or other person shall think fit.

(c) Notwithstanding the foregoing, it shall be competent for a worker to agree in writing with the president or the secretary of the union upon such wage without having the same so fixed.

(d) It shall be the duty of the union to give notice to the Inspector of Awards of every agreement made with a worker pursuant thereto.

(e) It shall be the duty of an employer, before employing a worker at such lower wage, to examine the permit or agreement by which such wage is fixed.

Workers to be Members of the Union.

13. (a) It shall not be lawful for any employer bound by this agreement to employ or to continue to employ in any position or employment subject to this agreement any adult person who is not for the time being a member of an industrial union of workers bound by this agreement or who is not for

the time being a member of a trade-union which was registered as such before the 1st day of May, 1936, and which is bound by this agreement: Provided, however, that any non-unionist may be continued in any position or employment by an employer bound by this agreement during any time while there is no member of the union bound by this agreement who is available to perform the particular work required to be done and is ready and willing to undertake it.

(b) For the purpose of subclause (a) of this clause a person of the age of eighteen years and upwards, and every other person who for the time being is in receipt of not less than the minimum rate of wages prescribed by this agreement for workers of the age of twenty-one years and upwards, shall be deemed to be an adult.

(NOTE.—Attention is drawn to subsection (4) of section 18 of the Industrial Conciliation and Arbitration Act, 1936, which gives the workers the right to join the union.)

Extension of Hours under Factories Act.

14. Pursuant to the provisions of section 3 of the Factories Amendment Act, 1936, the limits of hours fixed by subsection (1) of that section are hereby extended upon the terms of this agreement in respect of every occupier of a factory bound or to be bound by this agreement.

Term of Agreement.

15. This agreement shall come into force on the 1st day of January, 1942, and shall continue in force until the 31st day of December, 1942.

Signed on behalf of the New Zealand Glass Manufacturers Co. Pty., Ltd.—

W. KERNS, Manager.
L. LEASK, Chief Engineer.
C. L. ELLIOTT, Secretary.

Signed on behalf of the New Zealand Glass-workers' Union—

[L.S.]

E. H. GIMBLETT, President.
R. J. KETTING, Assessor.
W. ASHTON, Secretary.

NOTE.—This agreement, made under the Labour Disputes Investigation Act, 1913, was filed with the Clerk of Awards, Auckland, pursuant to section 8 (1) of the said Act, on the 5th day of February, 1942.

MCBREARTY v. AMALGAMATED THEATRES, LTD.

IN the Court of Appeal of New Zealand.—Between McBrearty, plaintiff, and Amalgamated Theatres, Ltd., defendant. Mr. *Ongley* for plaintiff; Mr. *Spratt* for defendant. Hearing, 12th September, 1941; judgment, 9th October, 1941.

Wages, Rate of—Award, Application of—Master and Servant—Concurrent but separate Contracts between same Worker and Employer under Award—Front-of-house Employees—Employment as Weekly Worker (Caretaker) and as Performance Worker (Doorkeeper-Fireman)—Substantial Employment—Cleaning of Foyer by Doorkeeper.

The award prescribed conditions of employment for various classes of workers, including caretakers and doorkeepers. For caretakers the hours of work were limited to forty a week and a weekly wage was prescribed, whilst for doorkeepers a per performance rate of wages was prescribed. The worker was engaged during the daytime as a caretaker, and worked as such in accordance with a roster forty hours a week. On certain evenings of the week outside of the roster hours as caretaker he acted as doorkeeper-fireman. During the evening employment he performed certain minor cleaning operations in the foyer, and at the end of the performance he closed and locked the premises. It was contended, firstly, that the whole of his employment was indivisible and that he was accordingly entitled to overtime for all time worked in excess of forty hours in any week, and in the alternative it was contended that the time spent in the specific employment of cleaning during the evening and of closing and locking the theatre at night should be added to the hours worked as caretaker and that each such specific employment should be paid for as two hours worked as caretaker pursuant to the provisions of the award as to the minimum period of employment on any occasion.

Held, (1) There was nothing in the award to prevent the worker and the employer from entering into two or more separate engagements, and that in this case there had been separate *bona fide* engagements for each of which the appropriate award rates of wages had been paid; and

(2) That the work of cleaning the foyer and closing and locking the theatre was incidental to the work of doorman and did not alter the nature of the employment under the engagement of doorkeeper-fireman.

Wilson v. Dalgety and Co., Ltd. (40 Book of Awards 1185) referred to and applied.

MYERS, C.J. By section 146 of the Industrial Conciliation and Arbitration Act, 1925, as amended by section 27 (1) of the Industrial Conciliation and Arbitration Amendment Act, 1936, it is enacted that when any payment of wages has been made to and accepted by a worker at a less rate than that which is fixed by any award or industrial agreement no action shall be brought by the worker against his employer to recover the difference between the wages so actually paid and the

wages legally payable save within twelve months after the date on which the wages claimed in the action became due and payable. That explains why in this action, commenced by the Inspector of Awards on the 4th February, 1941, in the name and on behalf of the plaintiff pursuant to section 30 of the Industrial Conciliation and Arbitration Amendment Act, 1936, the claim is made only as from the 5th February, 1940, though the plaintiff had for a considerable period prior to that date been employed by the defendant under the same conditions as regards employment and wages as during the subsequent period.

The plaintiff was employed by the defendant as caretaker of the Plaza Theatre in Wellington, and his wages and conditions of employment in that capacity were governed by the Taranaki, Wellington, Marlborough, and Canterbury Front-of-house Employees' award made on 28th November, 1938 (38 Book of Awards 3459). He also performed other duties—namely, those of doorkeeper and fireman. The wages and conditions of employment of a doorkeeper are also governed by the award, which applies to “all theatre attendants—namely, ticket-sellers, ticket-takers, doorkeepers, caretakers, cleaners, ushers, monitors, barriermen, escape-door attendants, spruikers, and commissionaires.” Caretakers and cleaners are weekly employees, and a caretaker is entitled to a minimum wage of £4 15s. for a forty-hour week, with a special rate of pay for overtime. A doorkeeper at a picture-theatre, as I read the award, if employed as a weekly servant, is to receive a minimum rate of pay of £4 10s. per week, but he may be employed as a performance worker, in which case he is entitled to a minimum rate per performance. This case has been argued by both counsel upon the hypothesis that if the plaintiff's employment as a doorkeeper-fireman was a separate employment from that of a caretaker, then his employment as doorkeeper-fireman was on the basis of his being in that capacity a performance worker. The award makes no provision in regard to firemen. The local authorities, however, require a person to be in attendance throughout each performance to watch for and guard against fire, but they allow this work to be done by one of the ordinary workers employed at the theatre provided that such worker has a certificate from the Fire Board that he is a proper person to be a fireman. The plaintiff in fact had such a certificate, and it was part of his duty while acting as doorkeeper to act as fireman also. The present claim was not made until after the plaintiff had left the defendant company's employ, and it was brought then not by the plaintiff himself—for it does not appear that he ever made any complaint or claim—but by the Inspector of Awards in the

name and on behalf of the plaintiff. It is, of course, the Inspector's duty to see that awards are complied with, and there can be no suggestion of any impropriety or excess of duty on his part in bringing the action.

The Inspector frames the case upon two alternative bases. He claims first that the plaintiff must be regarded as having worked throughout as a caretaker and a caretaker only. On that basis the plaintiff would be entitled to overtime at award rates for the hours worked in each and every week in excess of forty, and he would be entitled, after giving credit for all wages actually paid to him as between the 5th February, 1940, and the 14th September, 1940, to the sum of £139 19s. 6d. In the result the amount to which he would be entitled each week would, speaking generally, be more than double his basic wage for a week of forty hours. Alternatively the Inspector claims that if the two employments of caretaker and doorkeeper-fireman can be separated, the plaintiff nevertheless did some work during his hours of duty as doorkeeper-fireman which must be regarded as that of a caretaker. Even though on each night or Saturday matinee such work may have occupied only five minutes, the claim is that the plaintiff is entitled to be paid, in addition to his award rate as a performance worker, overtime as a caretaker at the award rate as if he had worked two hours because, so it is said, the effect of the award is that the minimum period for which a caretaker can be called upon is two hours, and that if required to attend for a lesser period his time must be reckoned as two hours. On this alternative basis the sum claimed is £84 16s. 5d.

The first question then is, What was the nature and what were the terms of the plaintiff's employment? Was there only one engagement—which in that case would be as a caretaker—or were there two engagements, one as caretaker and the other as doorkeeper-fireman? There is nothing that I can find in the award to prevent a person from being employed in two separate and distinct capacities so long as they are not in conflict in regard to hours of employment or other conditions. There is, of course, the possibility that the two employments may involve a breach of some general provision in the award such as, for example, clause 22, which says that no worker shall be employed for more than four hours continuously without an interval of at least three-quarters of an hour for a meal; and the result may be to prevent in practice this duality of employments. Whether a person be employed as a caretaker or as a doorkeeper or in any other capacity he is a "worker" within the meaning of the award, and therefore

I take it that clause 22 would apply. The evidence, however, does not show at what hour in the afternoon the plaintiff finished the work of cleaning which he was required to do as a caretaker, but he says that he started work at 6.45 p.m. as a performance worker and continued until 10.45 p.m. It does not appear whether or not there was any breach of the provisions of clause 22, but, even if there was, it is not material in this case, which involves only a claim for wages alleged to be payable. If there was a breach of clause 22, the defendant could have been prosecuted for such breach in appropriate proceedings in another Court.

As to the general question whether there can be two separate engagements in different capacities, I can see no reason why, for instance, a caretaker who finishes his work as caretaker at 4.30 p.m. each day should not, subject to such provisions of the award as, for example, clause 22, be also employed as a spruiker or commissionaire, whose duties as such would not include the performance of any caretaker's work. Equally I see no reason why he should not be employed as a doorkeeper (or a doorkeeper-fireman) if he is not doing caretaker's work during the time that he is acting as a doorkeeper. The question as to whether in this case there was only one engagement or whether there were two is one of fact, and in my opinion the proper inference from the evidence is that there were two engagements or employments. According to the plaintiff's own evidence a doorkeeper (or doorkeeper-fireman) is usually or frequently a person who is doing work for some other employer during the day and who accepts employment at a theatre as a performance worker in order to increase his income. I see nothing to prevent a person from doing this and from coming within this particular award as such performance worker, though his ordinary work during the day might be of an entirely different character and be subject to some quite different award. Be that as it may, the plaintiff says that he did his work as caretaker and in addition did the job as doorkeeper-fireman from 6.45 p.m. until 10.45 p.m. as a performance worker. He says that he made out his own time-sheets and was satisfied with the pay that he received. Inspection of the time-sheets shows that in each week there were two separate time-sheets—one referable to the plaintiff's "position" as caretaker and the other referable to his "position" as doorman-fireman. When in any week he worked more than forty hours as caretaker he showed the additional period as overtime in his position as caretaker and was paid at award rates for overtime accordingly. Similarly with respect to his

position as doorman-fireman. Of course, as a caretaker the plaintiff's employment was a weekly one, and it is true that the time-sheets referable to his position as doorman-fireman are also made out on a weekly basis, but the mere fact that a time-sheet was made out weekly and that wages were paid weekly does not affect the position if in fact his employment was as a performance worker in respect of his capacity of doorkeeper-fireman. If, as I think, the proper inference is that there were two separate engagements, then it seems to follow that the plaintiff's cause of action on the first basis must fail.

The relevant facts regarding the alternative claim may be very shortly stated. The plaintiff's case depends upon the fact that during the four hours that he was employed as doorkeeper-fireman he did work as a caretaker which occupied him each night about five minutes and may occasionally have occupied him as long as fifteen minutes. This work consisted in the main of sweeping the foyer and the front of the theatre after the interval, and of carrying the rubbish-tins to the front of the building to be collected by the City Council's workmen the next morning. It was the plaintiff's duty at 6.45 p.m., when he started his performance worker's duties, to inspect the exits to see if they were working and in cold weather to put on the heater if required. From 7 o'clock till about 9 o'clock he was engaged in taking tickets and directing patrons to whichever side they were to go. After sweeping the foyer and the front of the theatre after the interval he made another tour of inspection to see that there was no obstruction to the fire exits. Just before the termination of the performance he would open the main doors to let the people away. He would then go to the back stage and lower the curtain at the end of the screening, and he would extinguish the heater if in use, close the exits and lock them, make a rough inspection to see that there was no one in or around the theatre, put out the lights and lock the front doors except when the manager was there, in which case one door was left unlocked and the lights left in the manager's office. The only items that it seems to me come within the category of caretaker's work are the sweeping of the foyer and the removal to the front of the building of the rubbish-tins, which would probably occupy about five minutes. In my opinion the alternative claim made by the Inspector cannot succeed. Both the sweeping and the removal of the rubbish-tins could quite well have been left until the following morning when the plaintiff went to the theatre to do his work as a caretaker. He simply did these small

jobs in the evening to suit his own convenience, and it certainly never occurred to him that he was doing any work which would entitle him to overtime as a caretaker. The work of a doorkeeper is not defined by the award, nor, of course, is that of a fireman, whose position is not covered by or even referred to in the award; and so far as concerns the various items of work done by the plaintiff apart from the sweeping of the foyer and the removal of the rubbish-tins I can see nothing to prohibit the making of an arrangement between the defendant and a person employed as doorkeeper or fireman that such person should in that capacity do all such items of work. Furthermore, on the facts of the case, I think the principle of substantial employment as laid down repeatedly by the Court of Arbitration and endorsed by four Judges of the Supreme Court in *Wilson v. Dalgety and Co., Ltd.* ([1940] G.L.R. 273; [1940] N.Z.L.R. 323) is applicable by analogy. In reality that case may perhaps be regarded as an application of the principle *de minimis lex non curat*, and I think that that principle applies on the special facts admitted and proved in this case, though the two employments are here not under different awards but under the same award.

In my opinion, the claim fails and the action should be dismissed.

OSTLER, J. I agree with the judgment of the Chief Justice.

SMITH, J. The alternative claims made by the plaintiff have been set out in the judgment of the learned Chief Justice and I need not repeat them. The defendant admits that the plaintiff was employed by the defendant under the award, but the parties are at issue as to whether the plaintiff was employed under two separate and independent contracts of service and as to the interpretation of the award. Evidence was taken in the Court below, but the case was removed into this Court without any finding of fact by the learned trial Judge. This Court is invited to draw its own conclusions of fact, and counsel on both sides agree that this should be done.

Workers under the award are called generally "theatre attendants." As explained in clause 31, these include caretakers, cleaners, and doorkeepers. These workers may be employed as (1) weekly workers; (2) casual or hourly workers; and (3) performance workers—see, for example, clause 15 (a) of the award and the declaration at the foot of clause 11 that, for the purposes of the award, a casual worker is a worker employed by the hour.

The evidence shows that the plaintiff was employed as a caretaker on a weekly contract. His duties and conditions of employment are specially dealt with in Part III of the award. His duties as a caretaker included the cleaning of the theatre. By clause 9 (a) his ordinary hours of work were forty per week to be worked to suit the exigencies of the particular theatre, provided that the minimum period should not be less than two hours. Clause 10 makes special provision for the overtime of a caretaker—namely, that any time worked in excess of the hours mentioned in clause 9 (a) shall be deemed to be overtime and shall be paid for as follows: For the first three hours at time and a half rates and thereafter double time rates. In my opinion, this provision clearly excludes the provisions of clause 2 (a) that in no case shall more than six hours be worked in any one day without payment of overtime. Clause 2 does not purport to fix the hours for caretakers and cleaners, and the special provisions of Part III apply on the principle of the maxim *generalia specialibus non derogant*. Consequently, a caretaker employed by the week gets no overtime until he has worked more than forty hours in a week, and those forty hours may be spread by his employer to suit the exigencies of the particular theatre, but in making up the forty hours the employee is to have not less than two hours' employment for any period. Upon this interpretation, the plaintiff, if employed as a caretaker in accordance with the plaintiff's time-sheet, would have been fully paid. The question whether his time-sheet is correct depends upon whether he did other work during the evening when employed as a doorman-fireman for which he should have been paid overtime as a caretaker. This question requires an examination of the plaintiff's position as a doorman-fireman.

For the purposes of the award the plaintiff's position as fireman has no significance. The theatre required a fireman under its license from the City Council, and the plaintiff was permitted to act as fireman in conjunction with his position as doorman. As a doorman the plaintiff was a performance worker and he was paid as such. The questions which arise are these: (1) Whether the award permits an employer to employ a worker in two capacities under separate and successive contracts so that the time worked under the one contract will not count as overtime under the other? and (2) Whether, if it does, the plaintiff did perform work during his employment as a performance worker which prevented him from being, in law, a performance worker and required that he should be legally regarded as a caretaker or cleaner while so engaged?

On the first of these questions I see nothing in the award to prevent one person from being employed as a caretaker during the day on a weekly contract and as a doorman during the evening as a performance worker. The award should be construed in the light of the circumstances in which it was made, and one of those circumstances deposed to by the plaintiff was that a doorman-fireman is usually a person who is doing work for some other employer during the day and that he would probably act as doorman-fireman in order to increase his income. That circumstance shows that, in the absence of some restriction to the contrary, the award should be construed to permit of at least the separate and successive employments of an employee by his employer. The plaintiff and the defendant construed the award in this way, and I think they were justified in law in so doing. Consequently, the time worked under the one contract of employment would not count as overtime under the other, provided that the employment under each contract was genuinely that which it professed to be. It is this consideration which raises the second question.

On the second question, the work of the plaintiff as a performance worker has been detailed in the judgments of other members of the Court. In my view, even if the plaintiff did his very slight amount of sweeping work after the 9 o'clock interval and did put out the rubbish-tins at the close of the performance because he was told to do these things by his employer, his actions in these respects might well be no more than incidental to the proper discharge of his duties as a doorman. Why should not a doorman see to it as a reasonable though minor part of his duties that the passageway from the theatre proper to the doors was not cluttered up after the interval? In my view, there is no more reason why he should not do this than why he should put out or help to put out the rubbish-tins at the doors. No objection is taken in the evidence for the plaintiff to a doorman putting out rubbish-tins. The one action seems to me to be just as reasonably a small part of the duties of a doorman as the other. Even, however, if I am wrong in this, there can be no question that the very slight amount of cleaning work which the plaintiff did as a doorman did not in any way alter the substantial character of his employment as a doorman. I think this is a case in which the principle of substantial employment as explained in the *Canterbury Traction and Stationary-engine Drivers and Firemen's Award* ([1918] G.L.R. 49; 18 Book of Awards 1336); *Capitol Theatre, Limited v. Ludlow* (34 Book of Awards 776); and *Wilson v. Dalgety and Co., Ltd.*, ([1940] G.L.R.

273; ([1940] N.Z.L.R. 323; 40 Book of Awards 1185) should be applied. The plaintiff's substantial employment was clearly that of a doorman, and he remained a doorman employed as a performance worker and was properly paid as such for all the work which he performed during the evening.

In my opinion plaintiff's claim must fail.

JOHNSTON, J. The plaintiff in this case worked as an employee of the defendant company from 5th February, 1940, to 14th September, 1940, and during this period the conditions and terms of his employment were regulated by a Court of Arbitration award dated 28th November, 1938. The plaintiff alleges that he was employed as a caretaker and his work during this period was done in that capacity. If that were so, on one interpretation of the award adopted by him he would have been entitled to have been paid £4 15s. for forty hours, and for all time worked by him in that capacity in excess of forty hours per week he would have been entitled to be paid at the rate of time and a half for the first three hours and thereafter at double time rates.

Assuming this interpretation to be correct, on the hours actually worked by him he claims that he has been underpaid, in fact, to the amount of £139 19s. 6d. On an alternative construction of the award, he says that under the circumstances he was entitled to be paid at the rate of £4 15s. per week for the first forty hours, £1 13s. per week for the next twelve hours per week (being six evenings per week for two hours' work at 5s. 6d. each evening as a performance worker), and for the balance of the time worked per week at the rate of time and a half for the first three hours and double time for the hours worked thereafter. On this alternative interpretation of the terms and conditions of his employment, he claims to have been short-paid by defendant to an amount of £84 16s. 5d. Whatever difficulties may arise in interpreting the terms and conditions of the award if they have to be applied to the case of the caretaker working the number of hours the appellant did in such capacity, they do not arise, and need not, in my opinion, be considered here, since, in my view, it is quite clear only part of plaintiff's work was done in the capacity of caretaker. In his capacity as caretaker, on the face of it, he worked no more than forty hours per week and received for such work the award wage of £4 15s. per week. His work as caretaker was done in the morning, generally from approximately 7.30 to noon, and in the afternoon from 4.30 to 6.30. In the evenings he worked for the defendant company, *prima facie*, in a different capacity—namely, doorman-fireman—his hours being generally

from 6.45 to 10.45 p.m., and for this work, which required attendance at the theatre during the showing of the pictures, he was paid at the rate of 5s. 6d. for each performance, that being the minimum wage payable to performance workers fixed by clause 3 of the award.

Plaintiff daily filled in a time-sheet, and the weekly time-sheets issued in respect of plaintiff's work in each capacity embodying plaintiff's receipt for his wages in respect of the time worked in such capacities show quite clearly the mind of the parties as to the capacity in which the work was done and the payments to be made in respect of it. If the parties were right in the assumptions made by them of their relations in respect of every class of work, the terms of the award were observed in regard to each class, and the plaintiff has no further claim.

I set out, therefore, a specimen of the weekly time-sheet and receipts given each week:—

Amalgamated Theatres, Ltd.

Theatre: PLAZA.

Town: Wellington.

Employee's name: L. McBrearty.

Position: Caretaker.

WEEKLY TIME-SHEET.

FOR WEEK ENDING 4/10/40.

Date and Day.	From	To	Total Hours worked.	Over-time.	Signature.
Monday ..	7 4.30	12.45 6.30	.. 7½	Received from Amalgamated Theatres, Ltd., the sum of £4 19s. 9d. for wages for the week ending 4/10/40. Employee's signature: (Sgd.) L. McBrearty. This Time-sheet to be attached to the Weekly Wages-sheet by the Manager, who will also certify to its correctness.
Tuesday ..	7.30 4.30	12.30 6.30	.. 7	.. ..
Wednesday ..	7.30 4.30	12 6.30	.. 6½	.. ..
Thursday ..	7.30 4.30	12 6.30	.. 6½	.. ..
Friday ..	7.30 4.30	12 6.30	.. 6½	.. ..
Saturday ..	7 4.30	10.45 6.30	.. 5½	.. ..
Grand Total Hours	40	..	

Time-sheet must be filled in daily by the employee.

I certify that the particulars contained in this Time-sheet are correct—

Signature of Employee: (Sgd.) L. McBrearty.

Date: 4/10/40.

*Amalgamated Theatres, Ltd.**Theatre : PLAZA.**Employee's name : L. McBrearty.**Town : Wellington.**Position : Doorman-fireman.***WEEKLY TIME-SHEET.****FOR WEEK ENDING 11/10/40.**

Date and Day.	From	To	Total Hours worked.	Over-time.	Signature.
Monday ..	6.45	10.45	4	..	Received from Amalgamated Theatres, Ltd. the sum of £1/9/0 for wages for the week ending 11/10/40. Employee's signature : (Sgd.) L. McBrearty. This Time-sheet to be attached to the Weekly Wages-sheet by the Manager, who will also certify to its correctness.
Tuesday ..	6.45	10.45	4	..	
Wednesday ..	6.45	10.45	4	..	
Thursday ..	..	..	..	..
Friday ..	..	..	..	..
Saturday ..	1.30	4.30	..	..
	6.45	10.30	7	..	
Grand Total Hours	19	..	

Time-sheet must be filled in daily by the employee.

I certify that the particulars contained in this Time-sheet are correct—

*Signature of Employee : (Sgd.) L. McBrearty.**Date : 11/10/40.*

The claim now made by the Inspector of Factories is based on an assumption that there was but one hiring of the plaintiff, and that was as a caretaker, and the fact that he, in fact, for certain periods was engaged in work other than that of a caretaker does not prevent him claiming his wages for the whole of the time as a caretaker. It is not denied that the functions of a caretaker and the functions of a doorman-fireman are separate and distinct, and it is admitted that, generally speaking, a doorman-fireman's work, which is required only during performance, is not a whole-time job, and is generally undertaken by people who have other employment as well. Plaintiff, however, supports his contentions by pointing out that a caretaker's job includes cleaning the theatre, and that this doorman-fireman, in any case, during the period he was doorman-fireman did a certain amount of cleaning. On this point the plaintiff's evidence and the evidence of the secretary of the union concerned was as follows:—

As far as I know the sweeping out after the interval is done by the caretaker, but I am not sure about that. The pay for that sweeping out at the front after the interval was included in my pay of 5s. 6d.

per performance. I made out my time-sheets, and was satisfied with the employment. I left the employment in order to join His Majesty's forces. The question was raised by the union secretary that I was working as a caretaker and being paid as a performance worker.

. . . I am the secretary of the New Zealand (except Northern, Nelson, and Westland) Theatrical and Places of Amusement and Related Employees' Industrial Union of Workers. Almost without exception the sweeping out after intervals is done by the caretaker. The duties of a doorkeeper do not include cleaning, and if a doorkeeper were called upon to do those duties we would ask the employer to pay for them at the award rate. That is the reason they are not called upon to do it. I have seen the caretaker doing this in almost every theatre in Wellington.

To the Court: In the larger theatres they have a caretaker and a cleaner or cleaners as well. In some theatres they have a man who discharges the duties of fireman only because the local authorities will not permit the fireman to do anything else, in the interests of what they believe to be the public safety.

The manager of the theatre controlled by defendant company said that plaintiff was employed not only as caretaker but also as doorman-fireman, or performance worker, and after pointing out that his duties were fire-protection watching, and seeing that the aisles, alleyways, and doorways were free from obstruction, said that after the intervals the plaintiff swept the theatre lobby from the entrance through to the street entrance, a job that would take him no more than five minutes. This, together with the lowering of the curtain at the end of the screening of the picture, the extinction of the heater, locking the exits, and putting out some rubbish-tins, was practically all the plaintiff undertook that could be described as not being within a strict construction of a doorman-fireman's duties.

It is quite clear, in my opinion, on the evidence, that plaintiff's duties, despite this sweeping out of the lobby and putting out the rubbish-tins, went no further than what he professed to do and what he was paid for—namely, the work of a doorman-fireman. This fractional excursus into cleaning cannot, I think, possibly justify a claim that plaintiff stepped out of his character as doorman-fireman and assumed that of caretaker-cleaner, entitling him to award pay as such. It has long been established in decisions of the Court of Arbitration that the real capacity in which work is done is a question of substance dependent upon the duties substantially performed. This principle has recently been confirmed and laid down by this Court in *Wilson v. Dalgety and Co., Ltd.* ([1940] G.L.R. 273; [1940] N.Z.L.R. 323; 40 Book of Awards 1185).

Mr. Ongley, for the plaintiff, admitted that there is nothing in the award or in our statute law which prevents a man being employed by the same employer in two separate capacities both of which are subject to the terms of a single award. The question in this case therefore resolves itself into a question of fact, the question being as to whether plaintiff was engaged in two distinct capacities, having a contract for each. I think I am doing justice to Mr. Ongley's argument if I say that he did not contend that if there were separate contracts a fractional overlapping of duties would roll the two contracts into one.

In my view, the evidence given and the wages-sheets and receipts show a clear intention for employment in two separate capacities, payment to be made to plaintiff for his work in each capacity according to the award rate. This, they were entitled to do, and, in my view, the contracts were so performed. Plaintiff's claim, therefore, to set aside this arrangement and substitute another because of the trivial incidents of cleaning referred to must, in my opinion, fail.

The claim, therefore, in my opinion, should be dismissed and judgment entered for defendant.

Solicitors for plaintiff: *Ongley, O'Donovan, and Arndt* (Wellington).

Solicitors for defendant: *Morison, Spratt, Morison, and Taylor* (Wellington).

DUNEDIN CITY COUNCIL SHIFT ENGINEERS (WAIPORI FALLS POWER-STATION, CONVERTER STATION, AND HALF-WAY BUSH SUBSTATION).—INDUSTRIAL AGREEMENT.

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, and its amendments, this 18th day of December, 1941, between the Corporation of the Mayor, Councillors, and Citizens of the City of Dunedin (hereinafter referred to as "the employer"), of the one part, and the New Zealand (except Northern) Amalgamated Engineering and Related Trades' Industrial Union of Workers

(hereinafter referred to as "the union"), of the other part, whereby it is mutually agreed by and between the said parties hereto as follows, that is to say:—

1. That the terms, conditions, stipulations, and provisions contained and set out in the schedule hereto shall be binding upon the said parties, and they shall be deemed to be and are hereby incorporated in and declared to form part of this agreement.

2. That the said parties hereto shall respectively do, observe, and perform every matter and thing by this agreement and by the terms, conditions, stipulations, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this agreement or of the said terms, conditions, stipulations, and provisions, but shall in all respects abide by and perform the same.

SCHEDULE.

Industry to which Agreement applies.

1. This agreement shall apply only to shift engineers employed in the Waipori Falls Power-station and Converter Station, and Half-way Bush Substation, and Steam-plant.

Hours of Work.

2. (a) Forty hours shall constitute an average week's work.

(b) Length of shifts to be mutually agreed in each station between the shift engineers and the engineer in charge of the station. Not less than 1 (one) shift off shall separate two working shifts.

(c) Shifts shall revolve weekly.

Number of Engineers.

3. (a) For Waipori Falls No. 2 Power-station and Converter Station two engineers shall be engaged on each shift exclusive of the engineer in charge, and these engineers shall be rated first, second, third, fourth, fifth, sixth, seventh, eighth, and relieving shift engineers. Of these, the first, second, third, fourth shall be rated senior engineers, and the fifth, sixth, seventh, eighth, and relieving engineer shall be rated junior engineers.

(b) For Halfway Bush Substation four engineers and a relieving engineer shall be employed exclusive of the engineer in charge. At No. 1 Station, Waipori, and the steam-plant one

or more engineers shall be employed, depending upon the circumstances under which it may be found necessary to operate these plants.

(c) **Relieving Engineer:** The relieving engineer called upon to work in any station shall be paid the wages due to such position, but in no case shall his wages be reduced below his usual rate of wages.

Promotion.

4. Promotion according to length of service where ability is equal: Provided that the City Electrical Engineer shall be the sole judge of the qualifications of any member of the staff for promotion.

Annual Leave.

5. (a) Annual leave of eighteen working-days based on five days in seven consecutive days shall be granted on full pay to each shift engineer after twelve months' service, meaning that annual leave of twenty-five consecutive days shall be granted on full pay to each shift engineer after twelve months' service.

(b) In the event of a shift engineer leaving his situation before the completion of a year's service he shall receive fully paid holidays on a *pro rata* basis.

Temporary Positions.

6. (a) Any engineer called upon to take up temporarily a senior position for more than one week shall receive wages due to such position. This shall apply to the holiday period only.

(b) During the remaining period of the year if the fifth or sixth engineer is called upon to take up temporarily a senior position for more than one week at a time, he shall receive the wages due to such senior position.

Conveniences.

7. The existing conveniences shall be continued.

Changing Shifts.

8. Any two senior engineers or any two junior engineers who are mutually agreeable to change shifts shall be permitted to do so with the sanction of the engineer in charge.

Wages.

9. The minimum rate for Waipori No. 2 and Converter Station shall be:—

	From 12th May, 1940, to 31st March, 1941.			From 1st April, 1941.		
	£	s.	d.	£	s.	d.
First shift engineer ..	7	12	6	7	15	0
Second shift engineer ..	7	7	6	7	10	0
Third shift engineer ..	7	2	6	7	5	0
Fourth shift engineer ..	7	2	6	7	5	0
Fifth shift engineer ..	6	10	0	6	12	6
Sixth shift engineer ..	6	0	0	6	5	0
Seventh shift engineer ..	5	17	6	6	2	6
Eighth shift engineer ..	5	17	6	6	2	6
Relieving shift engineer ..	5	17	6	6	2	6

The rate for Waipori No. 1 Station and Steam-plant shall be the engineers' usual rate of pay, but in no case less than the following rate:—

	£	s.	d.
From 12th May, 1940, to 31st March, 1941 ..	7	2	6
From 1st April, 1941 ..	7	5	0

Minimum rates of wages for Half-way Bush Station shall be:—

	From 12th May, 1940, to 31st March, 1941.			From 1st April, 1941.		
	£	s.	d.	£	s.	d.
First shift engineer ..	6	17	6	7	2	6
Second shift engineer ..	6	15	0	7	0	0
Third shift engineer ..	6	12	6	6	17	6
Fourth shift engineer ..	6	12	6	6	17	6
Relieving shift engineer ..	6	12	6	6	17	6

The provisions of the Factories Amendment Act, 1936, shall apply to work done between noon Saturday and 12 midnight Sunday and the following holidays: New Year's Day, Good Friday, Easter Monday, Anniversary Day, King's Birthday, Anzac Day, Labour Day, Christmas Day, and Boxing Day.

All rates of remuneration, including time and piece wages and overtime and other special payments provided for in this agreement, shall be subject to the provisions of the general order dated 9th August, 1940, under the Rates of Wages Emergency Regulations 1940, increasing rates of remuneration by an amount equal to 5 per cent. thereof.

The employer may employ an engineer who is substantially engaged as a shift engineer at work outside his ordinary duties for the purpose of filling in time, but in such case he shall be paid not less than the rate herein provided or the ruling rate for such work: Provided that for all time in any week that he shall be doing shift engineer's work he shall be paid the proportionate amount at the shift engineer's rate of pay, and if in any week he shall be doing shift engineer's work for more than 50 per cent. of his time he shall be paid the shift engineer's rate for the whole of that week.

Day-work.

10. If a shift engineer is called upon to carry out "day-work" in any station he shall be covered by this agreement and his hours of duty shall be forty per week. A day-worker's pay shall be his usual wage as a shift engineer, but during the period he is on "day-work" he shall not be deemed a shift engineer.

Accidents.

11. A modern first-aid emergency case, fully equipped, shall be kept in a convenient place in or near the station.

Preference.

12. It is a condition of employment that any person whose work comes under the provisions of this agreement shall on his being engaged agree to become a member of the Amalgamated Engineering Union within seven days of his engagement, and shall join the union within the time stated and continue his membership as long as he continues in his present employment. All employees under this agreement shall remain financial members of the said union, it being agreed that the entrance fee shall not exceed 5s. and that the subscriptions shall not exceed 1s. per week. Employees being four weeks in arrears shall be deemed to be unfinancial.

Matters not provided for.

13. If a dispute shall arise between the parties to this agreement upon any matters arising out of or in connection with the agreement and not specifically dealt with therein, it shall be referred to a committee comprised of three representatives of the union and three representatives of the employers, who shall appoint an independent chairman for decision. The decision of a majority of this committee shall

be binding, except that any party adversely affected thereby shall have the right, within fourteen days after the decision is given, to appeal against the decision to the Court of Arbitration, which may amend the decision in any way as, after hearing the parties, it may consider necessary or desirable.

Term of Agreement.

14. The term of this agreement shall be from the date of making hereof to the 31st day of March, 1943.

In witness whereof the common seal of the Corporation of the Mayor, Councillors, and Citizens of the City of Dunedin, as employer, was hereunto affixed in the presence of—

[L.S.]

A. H. ALLEN, Mayor.

JOHN WILSON, Councillor.

In witness whereof the common seal of the Amalgamated Engineering and Related Trades' Industrial Union of Workers was hereunto affixed in the presence of—

[L.S.]

H. GUNNS, President.

G. T. THURSTON, Secretary.

[End of Volume 41.]